Reg. No. RNP/GOA/32/2024-2026

RNI No. GOAENG/2002/6410

Panaji, 02nd May, 2025 (Vaisakha 12, 1947)

SERIES II No. 5

OFFICIAL GAZETTE
GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are two Extraordinary issues to the Official Gazette, Series II No. 4 dated 24-04-2025 as follows:-

1. Extraordinary dated 25-04-2025 from pages 171 to 174 regarding Trade Circular from Department of Finance and Notification from Department of General Administration.

2. Extraordinary (No. 2) dated 29-04-2025 from pages 175 to 176 regarding Notification from Goa State Election Commission and Order from Department of Panchayati Raj and Community Development.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

3/9/2018/Urban/TS-II/SZ/RCS/83 Date: 04-Apr-2025

Read:- 1. This office Order No. 3/9/2018/Urban/TS II/SZ/RCS/2221 dated 29/09/2020.

2. This office Order No. 3/9/2018/Urban/TS II/SZ/RCS/3251 dated 02/01/2022.

3. Letter No. JUCCL/Nominee/Ord/75/2023-24 dated 28/03/2024 from the Chairman of Janavikas Urban Co-operative Credit Society Ltd., Zuari Nagar, Sancoale-Goa.

In exercise of the powers conferred upon me, under section 86(1) read with section 123(B) of the Goa Co-operative Societies Act, 2001, I, the undersigned Registrar of Co-operative Societies, on the request made by the Janavikas Urban Co-operative Credit Society Ltd, Zuari Nagar, Sancoale, Goa vide letter read at sr. No. 3 above, do hereby extend the authorization of Adv. Manguirish Kenkre, as a dedicated Registrar's Nominee of the said society, appointed vide order referred at sr. No. 1 above, for a further period of two years with retrospective effect from 29/09/2023 to 28/09/2025 to adjudicate the dispute referred to him by the said society.

All other terms and conditions mentioned in the order read at sr. No. 1 above, shall continue to remain in force.

The Registrar reserves the right to withdraw this order at any stage without assigning any reason thereof.

Given under the seal of this office.

Kabir K. Shirgaonkar, Registrar of Co-operative Societies & Ex-Officio Joint Secretary (Co-operation).

Panaji.

Order

19-17-94-TS/RCS(Part VI)/181 Date: 17-Apr-2025

Read:- 1. Order No. 19-17-94/TS/RCS(Part V)/243 dated 21/04/2023.
2. Order No. 19-17-974/TS/RCS(Part VI)/2733 dated 20/10/2023.
3. Order No. 19-17-94/TS/RCS(Part VI)/217 dated 19/04/2024.
4. Order No. 19-17-94/TS/RCS(Part VI)/2441 dated 17/10/2024.

In exercise of powers vested in me under Section 67A of the Goa Co-operative Societies Act, 2001, I, the undersigned Registrar of Co-operative Societies, Government of Goa, hereby extend for a further period of six month w.e.f. 21/04/2025 to 20/10/2025 the term of the Committee of Administrators of the Goa State Co-operative Milk Producers' Union Ltd., Curti, Ponda-Goa appointed vide Order read at Sr. No. 1 above and subsequent extended from time to time vide orders refered to at Sr. No. 2 to 4 above.

Given under the seal of this office.

Kabir K. Shirgaonkar, Registrar of Co-operative Societies & Ex-officio Joint Secretary (Co-operation).

Panaji.

Notification

60/24/RCS Nominee/TS-I/RCS/2203/3395 Date: 24-Dec-2024

Read:- 1. Notification No. 3/6/Urban Credit/TS-II/PZ/2017/RCS/Suppl./5306 dated 10-Feb-2020.
2. Notification No. 60/24/RCS Nominee/TS-I/RCS/2203/3194 dated 29-Nov-2023.
3. Letter No. GSCB/RECO/2024-25/452/4554 dated 23-Oct-2024 from Managing Director of the Goa State Co-op. Bank Ltd., Panaji.

Whereas, vide Notification dated 29-11-2023 referred at Sr. No. 2 above Mr. Vishwanath A. Chodankar, Grade I Officer and Mr. Chetan L. Naik, Grade II Officer of The Goa State Co-operative Bank Ltd., Panaji, Goa were authorized to act as Sales Cum Recovery Officer in relation to the recovery of debts and to attach and sell the property and execution of all recovery orders of decree holder by the Arbitrator or the Nominee of Registrar of the said Bank for South and North Zone respectively, subject to the conditions mentioned therein.

And whereas, vide letter read at Sr. No. 3 above, the Managing Director of the Goa State Co-operative Bank Ltd, Panaji has requested to renew the appointment of Mr. Vishwanath A. Chodankar, Grade I Officer and Mr. Chetan L. Naik, Grade II Officer of the Goa State Co-operative Bank Ltd., Panaji, Goa.

Therefore, in exercise of the powers conferred under section 123 (B) and Section 91 D of the Goa Co-operative Societies Act, 2001, along with Rule 124 of the Goa Cooperative Societies Rules, 2003, I, the undersigned hereby extend the term of **Mr. Chetan L. Naik, Grade II Officer** of The Goa State Cooperative Bank Ltd., Panaji, Goa for North Zone for further period of one year with retrospective effect from 29-11-2024 to 28-11-2025 to act as Sales Cum Recovery Officer for North Zone in relation to the recovery of debts and to attach and sell the property and execution of all recovery orders of decree holder by the Arbitrator or the Nominee of Registrar of the said Bank.

The condition mentioned in the notification dated 29-11-2023 referred at sr. No. 2 above shall continue to be inforce except for clause 4.

Given under the seal of the office

Arvind V. Bugde, Registrar of Co-op. Societies & Ex- officio Joint Secretary.

Panaji.

Notification

60/24/RCS Nominee/TS-I/RCS/2203/3672 Date: 17-Jan-2025

Read:- 1. Notification No. 3/6/Urban Credit/TS-II/PZ/2017/RCS/Suppl./5306 dated 10-02-2020.

2. Notification No. 60/24/RCS Nominee/TS-I/RCS/2203/3194 dated 29-11-2023.

3. Letter No. GSCB/RECOV/2024-25/452/4554 dated 30-10-2024 from Managing Director of the Goa State Co-op. Bank Ltd., Panaji.

4. Letter No. GSCB/RECOV/2024-25/569/6107 dated 31-12-2024 from Managing Director of the Goa State Co-op. Bank Ltd., Panaji.

Whereas, vide Notification dated 29-11-2023 referred at sr. No. 2 above Mr. Vishwanath A. Chodankar, Grade I Officer and Mr. Chetan L. Naik, Grade II Officer of The Goa State Co-operative Bank Ltd., Panaji, Goa were authorized to act as Sales Cum Recovery Officer in relation to the recovery of debts and to attach and sell the property and execution of all recovery orders of decree holder by the Arbitrator or the Nominee of Registrar of the said Bank for South and North Zone respectively, subject to the conditions mentioned therein.

And whereas, vide letter read at Sr. No. 3 above, the Managing Director of the Goa State Co-operative Bank Ltd, Panaji has requested to renew the appointment of Mr. Vishwanath A. Chodankar, Grade I Officer and Mr. Chetan L. Naik, Grade II Officer of the Goa State Co-operative Bank Ltd., Panaji, Goa.

And whereas, vide letter read ar Sr. No. 4 above, the Managing Director of the Goa State Co-operative Bank Ltd., Panaji has submitted additional details about the qualification of Shri. Vishwanath A. Chodankar, Grade I Office and requested to renew the appointment of Mr. Vishwanath A. Chodankar, Grade I Officer of the Goa State Co-operative Bank Ltd., Panaji, Goa, for South Zone.

Therefore, in exercise of the powers conferred under section 123 (B) and Section 91 D of the Goa Co-operative Societies Act, 2001, along with Rule 124 of the Goa Cooperative Societies Rules, 2003, I, the undersigned hereby extend the term of **Mr. Vishwanath A. Chodankar, Grade I Officer** of The Goa State Co-operative Bank Ltd., Panaji, Goa for Sorth Zone for further period of one year with retrospective effect from 29-11-2024 to 28-11-2025 to act as Sales Cum Recovery Officer for Sorth Zone in relation to the recovery of debts and to attach and sell the property and execution of all recovery orders of decree holder by the Arbitrator or the Nominee of Registrar of the said Bank.

The condition mentioned in the notification dated 29-11-2023 referred at sr. No. 2 above shall continue to be inforce except for clause 4.

Given under the seal of the office

Arvind V. Bugde, Registrar of Co-op. Societies & Ex-officio Joint Secretary.

Panaji.

26/7/2003/TS/RCS/4512 Date: 07-Mar-2025

Read:- 1. This office memo No. 26/7/86/TS/RCS/2856 dated 17-01-2008 registering the amendement to Bye-laws No. 1 of The Goa State Co-operative Union Limited, Panaji-Goa.

2. Letter dated 16-01-2025 by the Chairman of The Goa State Co-operative Union Limited, Panaji-Goa.

The Bye-laws No. 1 of The Goa State Co-operative Union Ltd., Panaji-Goa (Co-op. Union), have been amended thereby changing the name from “The Goa Pradesh Sahakari Sangh Maryadit.,” to “The Goa State Co-operative Union Ltd.,”. However, the necessary changes were remained to be made in the certificate of registration. Therefore the certificate of registration of Co-op. Union is amended as under.

AMENDED CERTIFICATE OF REGISTRATION

The certificate of registration dated 19th October, 1981 bearing code symbol No. ARCS/CZ/9(o)/1/ Goa stands amended with immediate effect to the following extent.

The name of “The Goa Pradesh Sahakari Sangh Maryadit., Panaji Goa” shall be read as “The Goa State Co-operative Union Ltd., Panaji Goa”.

Kabir K. Shirgaonkar, Registrar of Co-operative Societies.

Panaji.

Office of the Asstt. Registrar of Co-op. Societies

Notification

No. 5-2006-2023/ARCS/HSG Date: 21-Apr-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Dream Sapphire Co-operative Housing Maintenance Society Ltd. Near Health Centre Buticas, Navelim, Salcete South Goa"-Goa is registered under code symbol No.- RCSSZ2023240056.

Rajesh Parwar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Dream Sapphire Co-operative Housing Maintenance Society Ltd., Near Health Centre Buticas, Navelim Salcete South Goa"–Goa has been registered on 21/04/2023 and its bears registration Code symbol No. RCSSZ2023240056 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Rajesh Parwar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

Notification

No. 5-2001-2023/ARSZ/HSG Date: 25-Apr-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Merrylane's A. G. Barreto Complex Co-operative Housing Maintenance Society Limited Near Holy Cross Chapel, New Vaddam, Muncipal Ward No. 23, Vasco Da Gama, Goa"-Goa is registered under code symbol No.- RCSSZ2023240057.

Rajesh Parwar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Merrylane's A.G. Barreto Complex Co-operative Housing Maintenance Society Limited, Nr. Holy Cross Chapel, New Vaddam, Muncipal Ward No. 23, Vasco Da Gama, Goa"-Goa has been registered on 25/04/2023 and its bears registration Code symbol No. RCSSZ2023240057 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Rajesh Parwar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

Notification

No. 5-1997-2022/ARSZ/HSG Date: 11-May-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Kayji Grandeur Co-operative Housing Maintenance Society Limited Aquem-Alto, Margao-Goa" is registered under code symbol No.- RCSSZ2023240060.

Rajesh Parwar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602

Margao.

CERTIFICATE OF REGISTRATION

"Kayji Grandeur Co-operative Housing Maintenance Society Limited, Aquem-Alto, Margao-Goa" has been registered on 11/05/2023 and its bears registration Code symbol No. RCSSZ2023240060 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Rajesh Parwar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602

Margao.

Notification

No. 5-2017-2023/ARSZ/HSG Date: 03-Aug-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Green Acres Residency Co-operative Housing Maintenance Society Limited, Near Muthoot Finance, Zuarinagar, Sancoale, Mormugao"-Goa is registered under code symbol No.- RCSSZ2023240068.

Rajesh Parwar, Asst. Registrar of Coop. Societies South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Green Acres Residency Co-operative Housing Maintenance Society Limited, Near Muthoot Finance, Zuarinagar, Sancoale, Mormugao"-Goa has been registered on 03/08/2023 and its bears registration Code symbol No. RCSSZ2023240068 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Rajesh Parwar, Asst. Registrar of Co-op. Societies South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

Notification

No. 5-2023-2023/ARSZ/HSG Date: 07-Sep-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Aldeia De Seraulim Co-operative Housing Maintenance Society Limited Near Rodney Roses Garden, Duncolim, Seraulim, Salcete"-Goa is registered under code symbol No.- RCSSZ2023240074.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Aldeia De Seraulim Co-operative Housing Maintenance Society Limited, Near Rodney Roses Garden, Duncolim, Seraulim, Salcete" - Goa has been registered on 07/09/2023 and its bears registration Code symbol No. RCSSZ2023240074 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

Notification

No. 5-2002-2023/ARSZ/HSG Date: 08-Nov-2023

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Aleesha Residency Co-operative Housing Maintenance Society Limited., St. Joaquim Road, Near Noble Hospital, Borda, Fatorda, Salcete."-Goa is registered under code symbol No.- RCSSZ2023240083.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Aleesha Residency Co-operative Housing Maintenance Society Limited., St. Joaquim Road, Near Noble Hospital, Borda, Fatorda, Salcete."- Goa has been registered on 08/11/2023 and its bears registration Code symbol No. RCSSZ2023240083 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

Notification

No. 5-2035-2024/ARSZ/HSG Date: 10-Jan-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Radiance Eden Co-operative Housing Maintenance Society Limited, Amrutnagar, Near Manovikas School, Opp: Cristo Hall, Gogol, Margao, Salcete-Goa" is registered under code symbol No.- RCSSZ2023-240085.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Radiance Eden Co-operative Housing Maintenance Society Limited, Amrutnagar, Near Manovikas School, Opp: Cristo Hall, Gogol, Margao, Salcete-Goa" has been registered on 10/01/2024 and its bears registration Code symbol No. RCSSZ2023-240085 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Notification

No. 5-2040-2024/ARSZ/HSG Date: 03-Apr-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Jasmine Complex Co-op. Housing Maintenance Society Ltd., Chandrawaddo, Fatorda, Margao Goa"-Goa is registered under code symbol No.- RCSSZ2024250095.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"Jasmine Complex Co-op. Housing Maintenance Society Ltd., Chandrawaddo, Fatorda, Margao, Goa" has been registered on 03/04/2024 and its bears registration Code symbol No. RCSSZ2024250095 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Notification

No. 5-2042-2024/ARSZ/HSG Date: 03-Apr-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Blue Bell Co-op. Housing Maintenance Society Ltd., Chandrawaddo, Fatorda, Margao, Goa-403602" is registered under code symbol No.-RCSSZ2024250093.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"Blue Bell Co-op. Housing Maintenance Society Ltd., Chandrawaddo, Fatorda, Margao, Goa. 403 602" has been registered on 03/04/2024 and its bears registration Code symbol No. RCSSZ2024250093 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Notification

No. 5-2041-2024/ARSZ/HSG Date: 03-Apr-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Golden Serenity Co-operative Housing Maintenance Society Ltd., Opp. Kerkar Hospital Aquem Margao Goa"-Goa is registered under code symbol No.- RCSSZ2024250094.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

CERTIFICATE OF REGISTRATION

"Golden Serenity Co-operative Housing Maintenance Society Ltd., Opp. Kerkar Hospital, Aquem, Margao Goa"-Goa has been registered on 03/04/2024 and its bears registration Code symbol No. RCSSZ2024250094 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao.

Notification

No. 5-2055-2024/ARSZ/HSG Date: 14-May-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Halcyon Grove Co-operative Housing Maintenance Society Limited, Near Super Cleaner Laundry, Costa Wado, Majorda, Salcete"-Goa is registered under code symbol No.- RCSSZ2024250105.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Halcyon Grove Co-operative Housing Maintenance Society Limited, Near Super Cleaner Laundry, Costa Wado, Majorda, Salcete"-Goa has been registered on 14/05/2024 and its bears registration Code symbol No. RCSSZ2024250105 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-

(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Notification

No. 5-2054-2024/ARSZ/HSG Date: 14-May-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Silva Apartments-2 Co-operative Housing Maintenance Society Limited, Near Rebello Pride, Panzorcoin, Cuncolim, Salcete"-Goa is registered under code symbol No.- RCSSZ2024250102.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"The Silva Apartments-2 Co-operative Housing Maintenance Society Limited, Near Rebello Pride, Panzorcoin, Cuncolim, Salcete"-Goa has been registered on 14/05/2024 and its bears registration Code symbol No. RCSSZ2024250102 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Notification

No. 5-2027-2023/ARSZ/HSG Date: 14-May-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Kurtarkar Splendour Building-B Co-operative, Housing Maintenance Society Ltd., Kurtarkar Splendour Building-B, Aquem-Baixo, Margao, Goa"- is registered under code symbol No.- RCSSZ2024250103.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"Kurtarkar Splendour Building-B Co-operative, Housing Maintenance Society Ltd., Kurtarkar Splendour Building-B, Aquem-Baixo, Margao, Goa" has been registered on 14/05/2024 and its bears registration Code symbol No. RCSSZ2024250103 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Notification

No. 5-2031-2023/ARSZ/HSG Date: 14-May-2024

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Zuari Rain Forest Co-op Housing Maintenance Society Ltd., 194/1-A Jai Kisan Club Road, Zuarinagar Sancoale, Mormugao-Goa"- is registered under code symbol No.- RCSSZ2024250104.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

CERTIFICATE OF REGISTRATION

"Zuari Rain Forest Co-op Housing Maintenance Society Ltd., 194/1-A Jai Kisan Club Road, Zuarinagar Sancoale, Mormugao-Goa" has been registered on 14/05/2024 and its bears registration Code symbol No.- RCSSZ2024250104 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Monal Manerikar, Asst. Registrar of Coop. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao.

Department of Education

Directorate of Higher Education

Order

DHE/ADMN/172/WA-Dr. SBN/AD/2025/9833 Date: 11-Mar-2025

Sanction of the Government is hereby accorded for availing the services on working arrangement basis of Dr. Shankar B. Naik, Assistant Professor of Sant Sohirobanath Ambiye, Govt. College of Arts and Commerce, Pernem as Assistant Director (Academic) in Directorate of Higher Education (DHE).

Dr. Shankar B. Naik shall draw his salary as Assistant Professor of Sant Sohirobanath Ambiye, Govt. College of Arts and Commerce, Pernem and he shall be on working arrangement basis in Directorate of Higher Education (DHE).

The Principal of Sant Sohirobanath Ambiye, Govt. College of Arts and Commerce, Pernem, Goa shall relieve Dr. Shankar B. Naik, Assistant Professor with immediate effect.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Safal Shetye, Under Secretary (Higher Education).

Porvorim.

Order

DHE/ADMN/173/WA-TIP-Inter-Assist./2025/645 Date: 23-Apr-2025

Sanction of the Government is hereby accorded for availing the services on working arrangement basis of Dr. Andrew Joseph D'souza, Assistant Professor, Department of Chemistry at St. Xavier's College of Arts and

Science, Mapusa as Internship Assistant in Training Internship and Placement (TIP) Cell under Teaching, Learning & Educational Technology (TLET) of Directorate of Higher Education.

Dr. Andrew Joseph D'souza shall draw his salary as Assistant Professor, Department of Chemistry at St. Xavier's College of Arts and Science, Mapusa and his working arrangement shall be a temporary measure to cope up with the increased workload.

The Principal of St. Xavier's College of Arts and Science, Mapusa shall relieve Dr. Andrew Joseph D'souza, Assistant Professor with immediate effect.

This issues with the approval of the Government.

By order and in the name of the Governor of Goa.

Safal Shetye, Under Secretary (Higher Education).

Porvorim.

Department of Goa Gazetteer & Historical Records

Order

No. 1/35/PromotionSPT/2024-25/GGHR-794 Date: 03-Mar-2025

On the recommendation of Goa Public Service Commission vide letter Ref. No. COM/II/11/ /23(1)/2025/405 dated 07/02/2025, Government is pleased to promote Miss Maryanna Fernandes, from the post of Translator to the post of Senior Portuguese Translator, Group "B" Gazetted in the Department of Goa Gazetteer and Historical Records in the Pay Matrix Level 06 (as per the VIIth Pay Commission) on regular basis against the newly created post vide Order No. 1/6/2023-24/GAZ-845 dated 15th December, 2023.

The expenditure on her pay and allowances shall be debited to the Budget Head of Account as follows:-

Demand No. 79

3454 - Census, Surveys and Statistics

02 - Surveys ad Statistics

110 - Gazetteer and Statistical Memoirs

01 - Gazetteer Unit

01 -Salaries

The officer shall exercise their option for fixation of pay in promotional grade in terms of F.R. 22 (I) (a) (1), within a period of one month from the date of issue of the order. The option once exercised shall be final.

The officer shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Dr. *Balaji S. Shenvy*, Executive Editor Ex-officio Joint Secretary.

Miramar.

Department of Home

Home-General Division

Notification

24/06/2020-HD(G)/1123 Date: 28-Apr-2025

Read:- Notification No. 1/66/2010-HD(G)/291 dated 15-01-2013.

Whereas, the Government of Goa has set up Goa Forensic Science Laboratory at Verna, so as to examine and analyze crime scene exhibits/physical evidence submitted by the Investigating Officers/Agencies and issue examination reports (hereinafter referred to as the "Forensic Science Laboratory");

Now, therefore, the Government of Goa hereby appoints the Director of Forensic Science Laboratory as Chemical Examiner and Assistant Directors/Scientific Officers as Assistant Chemical Examiners in the Forensic Science Laboratory, Government of Goa and places the Forensic Science Laboratory under the direct Administrative Control of the Home Department. The Director, Goa State Forensic Science Laboratory shall be the Head of the Forensic Science Laboratory.

The Goa Police Finger Print Bureau functioning in the Forensic Science Laboratory shall be integral part of the Forensic Science Laboratory.

This supersedes the earlier Notification No. 1/66/2010-HD(G)/291 dated 15/01/2013.

By order and in the name of the Governor of Goa.

Manesh Hari Kedar, Under Secretary (Home-I).

Porvorim.

Department of Industries

Notification

3/34/2024-IND/94 Date: 22-Apr-2025

Read: Government Notification No. 3/34/2024-IND/73 dated 02/04/2025, published in the Official Gazette, Series I No. 2 dated 10/04/2025 in respect of the Project Proponent M/s. Oil & Natural Gas Corporation.

In exercise of the powers conferred by sub-section (1) of section 43 of the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021), the Government of Goa hereby appoints a Planning, Development and Construction Committee, consisting of the following members, for the Investment Promotion Area declared by the Government vide Notification cited above, in respect of the Project Proponent M/s. Oil & Natural Gas Corporation for the purpose of setting up a Convention Centre, Exhibition Hall and a Management Training Facility for ONGC advance training institute, in Quitol Village of Quepem Taluka, South Goa District:-

(i)	**Chief Secretary**	**-**	**Chairperson**
(ii)	Secretary (Industries)	-	Member
(iii)	Director, Directorate of Industries, Trade and Commerce	-	Member
(iv)	Chief Town Planner (Planning)	-	Member
(v)	Director, Directorate of Health Services	-	Member
(vi)	Director of Fire and Emergency Service	-	Member
(vii)	Chief Inspector of Factories and Boilers	-	Member
(viii)	Chief Electrical Engineer, Electricity Department	-	Member
(ix)	Principal Chief Engineer, Public Works Department	-	Member
(x)	Principal Chief Conservator of Forests	-	Member
(xi)	Member Secretary, Goa State Pollution Control Board	-	Member
(xii)	Member Secretary, Goa Coastal Zone Management Authority	-	Member
(xiii)	District Collector, North Goa	-	Member
(xiv)	District Collector, South Goa	-	Member
(xv)	Chief Executive Officer of the Board	-	Member Secretary

The said Committee shall exercise all the powers, such as, control or erection of building, etc. and all other powers conferred on it by the Goa Investment Promotion and Facilitation of Single Window Clearance Act, 2021 (Goa Act 19 of 2021).

This Notification shall come into force on the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Industries).

Porvorim.

Department of Labour

Order

28/09/2025-LAB/275 Date: 24-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Marksans Pharma India Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa and it's workman, Shri Rajendra Mirashi, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Marksans Pharma India Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa, in dismissing Shri Rajendra Mirashi, Blister Machine Operator, with effect from 28/06/2024, is legal and justified?

(2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Order

28/07/2025-LAB/276 Date: 24-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Marksans Pharma India Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa and it's workman, Shri Samir Bhaidkar, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Marksans Pharma India Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa, in dismissing Shri Samir Bhaidkar, Coating Machine Operator, with effect from 04/07/2024, is legal and justified?

(2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Order

28/08/2025-LAB/277 Date: 24-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Marksans Pharma India Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa and it's workman, Shri Sakharam Gawas, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Marksans Pharma India Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Salcete, Goa, in dismissing Shri Sakharam Gawas, Coating Machine Operator, with effect from 18/12/2023, is legal and justified?

(2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Order

28/15/2025-LAB/284 Date: 25-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Indoco Remedies Limited, having it's factory at Plot No. Plant-I, II & III, L-14, L-32, L-33 & L-34, Verna Industrial Estate, Verna, Goa and it's workman, Shri Nilesh Kiran Sawant, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Indoco Remedies Limited, having it's factory at Plot No. Plant-I, II & III, L-14, L-32, L-33 & L-34, Verna Industrial Estate, Verna, Goa, in dismissing Shri Nilesh Kiran Sawant, "Machine Operator", with effect from 21/04/2021, is legal and justified?

(2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Order

28/14/2025-LAB/287 Date: 25-Apr-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Putzmeister Concrete Machine Private Limited, Plot No. N4, Phase 4, Verna Industrial Estate, Verna, Salcete, Goa and it's workman, Mr. Sarjerao Panhalkar, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the action of the management of M/s. Putzmeister Concrete Machine Private Limited, Plot No. N4, Phase 4, Verna Industrial Estate, Verna, Salcete, Goa, in dismissing Mr. Sarjerao Panhalkar, Fabrication Welder, with effect from 12/02/2024, is legal and justified?

(2) If not, to what relief the workman is entitled?

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

Notification

28/02/2025-LAB/Part-I/259 Date: 21-Apr-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 17/03/2025 in Case No. Ref. LC-II/IT/05/2018 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

THE LABOUR COURT – II
GOVERNMENT OF GOA
AT PANAJI

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/05/2018

Shri. Dattaram Morajkar,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartments, …… Workman/Party-I.
Tisk, Ponda Goa (403 401).

V/s

M/s. Chowgule Industries Pvt. Ltd.,
Opp. Damodar Temple, Fatorda, ….. Employer/Party-II.
Margao, Salcete-Goa (403 602)

Party-I/Workman represented by Ld. Rep. Shri P. Gaonkar.

Party-II/Employer represented by Ld. Rep. Shri. K.V. Nadkarny.

PANAJI, DATED: 17/03/2025.

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 05/04/2018, bearing No. 28/29/2017-LAB/246 referred the following dispute for adjudication to this Labour Court-II of Goa, Panaji-Goa.

   "(1) Whether the action of the Management of M/s. Chowgule Industries Private Limited, Fatorda, Salcete, Goa, in terminating the services of Shri. Dattaram Morajkar, Technician, with effect from 17/12/2016, is legal and justified?

   (2) If not, what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/05/2018 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 02/05/2018 at Exb-3. The facts of the case in brief as pleaded by the Workman are that he was initially employed with the Employer /Party II (for short, "Employer") as 'Trainee Technician' w.e.f. 09/01/2014 and thereafter he was taken on the role of the Employer from 14/11/2014. He stated that since then he was working independently as mechanic though he was designated as "Trainee Technician". He stated that the majority of the workmen of the Employer had joined the Gomantak Mazdoor Sangh. He stated that he had also joined Gomantak Mazdoor Sangh along with them. He stated that the Employer did not like the Sangh as it espoused the cause of the workmen by demanding better wages and service conditions.

3. He stated that the matter pertaining to the 'Charter of Demands' for the period between 2008 to 2012 was pending before the Hon'ble Industrial Tribunal between the Employer herein and its workmen under reference no.29/2009. He stated that the Hon'ble Tribunal passed its award dated 13/07/2015 disposing of the Reference. He stated that the Employer challenged in the said award before the Hon'ble High Court under Writ Petition No.739 of 2015. He stated that the said writ petition has been dismissed by the Hon'ble High Court, thereby upholding the award passed by the Hon'ble Industrial Tribunal. He stated that thereafter, the Employer filed a Special Leave Petition (c) bearing no.8329 of 2016 before the Hon'ble Supreme Court of India. He stated that subsequent to the dismissal of the said Special Leave Petition by the Hon'ble Supreme Court of India, the workmen requested the Employer to implement the award dated 13.07.2015. He stated that however, the management did not implement the said award and the workmen were therefore constrained to file a claim under Section 33C (1) of the Industrial Disputes Act, 1947. He stated that pursuant to the claim filed by the workmen, the Tribunal had issued a show cause notice dated 16.11.2016 to the Employer for non-implementation of the award dated 13.07.2015. He stated that the 'Charter of Demands', with respect to which the award dated 13.07.2015 was passed, had expired on 30.06.2012 and therefore a new 'Charter of Demands' was submitted for the further period of four years. He stated that however the said demands were not resolved by the management of the Employer. He stated that therefore in the General Body Meeting of the Union held on 04.11.2016, the workmen of the Employer unanimously decided to observe a strike against the non-implementation of the

award dated 13.07.2015 and the non-settlement of the new 'Charter of Demands'. He stated that the said strike had to be observed on 21.11.2016. He stated that on receipt of the notice of strike, the Employer started harassing and threatening the workers, especially the active members of the Union. He stated that he has been also issued a transfer order vide letter dated 16/11/2016 thereby transferred his service on account of administrative exigencies. He stated that he reported at the place of transfer under protest and started working at Canacona. He stated that the Employer was not paying even the minimum wages and he has to spend money from his pocket for transport and food as the said transfer was beyond 40 km from the place of appointment. He stated that vide letter dated 17/12/2016, he was discharged from the services. He stated that on receipt of the discharge letter dated 17/12/2016, he has submitted his detailed reply vide letter dated 20/12/2016. He stated that as he joined the union and requested the management to implement the Award dated 13/07/2015, he was illegally discharged from the services. He stated that the matter of illegal transfer was pending before the appropriate authority on the date of discharge of his services.

4. The Workman submitted that before his discharge, the Employer did not obtain my permission or filed any approval application as required under Section 33 of Industrial Dispute Act 1947. He submitted that before discharge of his services, the Management has not conducted any inquiry and the principles of natural justice were not followed. He submitted that the letter of discharge is illegal, unjustified and bad in law as it was issued without complying with the principles of natural justice. He submitted that the order of discharge is not issued by the appointing authority. He submitted that before termination, of his service, the management has not complied with section 25F, 25H and 25G of the Industrial Dispute Act 1947. He submitted that as the termination is not signed by the appointing authority or any authorized person and hence on this count alone the termination is illegal and he is entitled for full back wages. He submitted that the management has not issued him any charge- sheet nor held any inquiry against him. He submitted that the Employer is employing more than 200 workers working in the said factory and hence Chapter VB of the Industrial Dispute Act 1947 is applicable to the Employer. He submitted that before his termination, the management has not obtained the permission of retrenchment as required under section 25N of the Industrial Dispute Act, 1947. He submitted that at the time of their termination, no notice pay, Retrenchment Compensation were paid or offered and as such his termination is illegal, unjustified and bad in law and as such he is entitled for reinstatement with full back wages and continuity in services with consequential benefits. He submitted that after his termination, new workmen are employed in his category. He submitted that before his termination, the Employer has not complied with the provisions Industrial Dispute Act, 1947 and principles of natural justice were not followed, hence his termination is illegal, unjustified and bad in law. The Workman therefore prayed that this Hon'ble Court be declared that his termination is illegal, improper and unjustified and direct the Employer to reinstate him with full back wages and continuity in service with consequential benefits and costs.

5. The Employer controverted the aforesaid claim of the workmen by filing its written statement on 13/06/2018 at exb.5. The Employer, as and by way of his reply, submitted that the reference is misconceived, frivolous, ill-founded and contrary to facts, the same is also untenable, incompetent and as such not maintainable at law and that, therefore, this Hon'ble Tribunal have no jurisdiction to entertain and determine the same for the following amongst other grounds, each of which has been set out separately without prejudice to one another. The Employer submitted that the Party-I during the material time, he was admittedly employed with and was working as 'Trainee Technician' and therefore, the Party-I cannot be said to be 'Workman' within the meaning of the definition 'Workman' under the provisions of sub-section (s) of Section 2 of the I. D. Act, 1947. The Employer stated that the Party-I was last working as a 'Trainee Technician' and therefore, has no lien of employment and therefore the act of discharging a Trainee does not constitute any "industrial dispute". The aforesaid objections go to very root of the jurisdiction of the Hon'ble Tribunal to try and entertain the present dispute and therefore it is prayed that the same be tried as preliminary issue. The Employer submitted that the reference is not maintainable at law for want of any cause of action as alleged or at all, that the statement of claim is too vague, ambiguous, clumsy and devoid of any material facts and therefore, not consistent with the provisions of sub-regulation (2) of Regulation 100 of the Industrial Court Regulations, 1975, that the Statement of claim also suffers from the Rule of supressio veri and suggestio falsi, in as much as, the Party-I has suppressed all the material facts and circumstances relating to the alleged cause of action with ulterior motives of snatching away reliefs from the Hon'ble Tribunal and therefore, the Party-I cannot be said to have approached this Hon'ble Tribunal with clean hands, that the Party-I has utterly failed to make out any case in support of the alleged cause of action and no any case exists or at all, that without prejudice to the

foregoing averments and contentions made and the grounds urged, in the alternative as the Party-I's services as a 'Trainee' was dispensed with as his services were found unsuitable, the Employer, therefore, submitted that the services of the Party-I ought not be foisted upon the Employer for any reason whatsoever, that on many other grounds and for manifold other reasons also, the pending reference ought to be dismissed in limine with cost.

6. The Employer submitted that the reference made by the Government for adjudication of the present dispute to this Hon'ble Court is bad in law for non-application of mind and as such the same is not maintainable. The Employer submitted that the reference suffers from non-application of mind as the services of the individual Workman have not been terminated, but the Party-I has been discharged from its services. The Employer submitted that the Union Gomantak Mazdoor Sangh has no Locus Standi to raise the present dispute as there is hardly any membership from amongst the workmen employed in its establishment. The Employer therefore submitted that majority of the workmen as a class have no substantial or direct and substantial interest in the dispute referred to this Hon. Tribunal. The Employer stated that the Union in the present reference has no authority or right to raise the present dispute relating to the discharge of individual Workman as the union constitution has no such provision empowering the union authority to do so.

7. The Employer stated that it is engaged in the business of dealership for Maruti Vehicles and it is having its registered office at Panaji, Goa. The Employer stated that for effective service to the customers of the said Vehicles, it has its Showrooms/Sales Services situated at Goa. The Employer stated that the Party-I was last working as a 'Trainee'. The Employer stated that on personal requests and on humanitarian grounds, the services of the Party-I was extended from time to time. The Employer stated that this act of the Party-I shows his bonafides that even they desired that the Party-I should improve on his performance to enable them to confirm him in employment. The Employer stated that despite giving him sufficient opportunities including relocating his services from Fatorda Workshop to Canacona Workshop for better exposure/training which opportunity he declined, the Party-I was not found suitable for being made permanent in services. The Employer stated that further, it being engaged in a service oriented business could not take a risk of continuing a non-suitable person putting in jeopardy the customer's vehicles and its reputation in competitive market. The Employer stated that time and again, its seniors spoke to him and appraised him of his poor performances and a decision on basis of his performance, was postponed from time to time. The Employer stated that even after giving him numerous opportunities, the Party-I did not improve upon his performances. The Employer stated that the Party-I lacked in commitment and initiative and his work culture was bad. The Employer stated that the performances levels of the Party-I was very low and was not in good relations even with his colleagues. The Employer stated that the Party-I was cautioned from time to time but he did not make any attempt to improve his behaviour. The Employer stated that they also informed him in person through the senior personnel about their inability to confirm him in service. The Employer stated that they had no other alternative and the cumulative effect in this regard about his performances culminated in them taking a conscious decision not to confirm him in services and to discharge him from the services w.e.f. 17th December, 2016. The Employer stated that admittedly the Party-I was undergoing training in such trade or occupation as was prescribed. The Employer stated that it is pertinent to note that 'Trainee' is akin or similar to a learner and who may or may not be paid an allowance during the period of his training and that trainee is imparted to a person designated as a Trainee as in the present case. The Employer stated that they crave leave to refer to the little oxford dictionary which defines 'trainee' as a person being trained especially for occupation. The Employer stated that the trainees are genuine learners and not in fact regular employees designated as trainees. The Employer submitted that it will thus be seen that trainee is in fact a learner of a particular occupation and the person concerned is trained for a specific occupation. The said person has no lien on employment and therefore, 'Trainee' has been held to be not a Workman under the I. D. Act, 1947. The Employer denied the overall case as pleaded by the Party-I and prayed for dismissal of the present reference.

8. Thereafter, the Party-I filed his re-joinder on 09/07/2018 at exb.6.

The Party-I, as and by way of his re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to his Statement and averments made in his Claim Statement.

9. Based on the pleadings filed by both the parties this Hon'ble Court was pleased to frame the following issues on 27/07/2018 at Exb.7. The said issues have been updated pursuant to the amendment of the written statement by the Employer.

1. *Whether the Workman/Party I proves that the action of the Employer in terminating his services with effect from 17/12/2016 is illegal and unjustified?*

   1. A. Whether the Workman/Party I proves that it has locus standi to raise the present dispute?

2. *Whether the Workman/Party I proves that the action of the Employer in terminating his services is in contravention of Section 33 of the I. D. Act, 1947?*

3. *Whether the Employer/Party II proves that the present reference is not maintainable in view of the reasons mentioned in para 1(a) to (I)& 1(n) of its written statement?*

4. *Whether the Workman/Party-I is entitled to any relief?*

5. *What order? What award?*

10. My answers to the aforesaid issues are as under :

(a)	Issue No. 1	:	In the Affirmative
(b)	Issue No. 1A	:	In the Affirmative
(c)	Issue No. 2	:	In the Affirmative
(d)	Issue No. 3	:	In the Negative
(e)	Issue No. 4 & 5	:	As per final order.

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the Party-I as well as Ld. Rep. Shri K. V. Nadkarny representing the Employer. Both the representatives also filed the synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the written synopsis filed on the behalf of both the parties. I have carefully considered the submissions advanced before me and is of the opinion as under.

REASONS

11. **Issue No. 1A:**

I am deciding the issue No.1A first prior to the Issue No.1 as the said issue No.1A goes to the very root jurisdiction of this Hon'ble Court.

The Employer, by its amended pleading, challenged the locus standi of the Gomantak Mazdoor Sangh Union. The burden to prove the issue No.1A is therefore cast on the Party-I.

12. Ld. Rep. Shri P. Gaonkar appearing for the Party-I submitted that in view of the section 2A, of the I.D. Act, 1947 the union has every right to espouse the cause of termination of services of the Party-I and relied upon a judgment of Hon'ble High Court of Bombay in the case of **ANZ Grindlays Bank V/s. General Secretary, Grindlays Bank Employees Union reported in 2001(3) MHLJ 422.** Per contra, Ld. Rep. Shri K. V. Nadkarny representing the Employer submitted that the Union Gomantak Mazdoor Sangh has no locus standi to raise the present dispute as there is hardly any membership from amongst the workmen employed in its establishment and that majority of the workmen as a clerk have no substantial or direct and substantial interest in the dispute referred to this Hon'ble Tribunal. He also submitted that the union has no authority or right to raise the present dispute relating to the discharge of individual Workman as the union constitution has no provision empowering the union authority to do.

13. **In the case of ANZ Grindlays Bank (Supra) the Hon'ble High Court of Bombay,** in para 3 held as under:

3. *"…… The Union is a complete shelter and home for retreat for every workman as and when he finds himself in difficulty. Very often the employees or workmen do not become members of any Union for their own reasons selfish or otherwise. It is possible that the present workman being only a temporary workman preferred to remain away from the Union but when he found himself in difficulty he knocked the doors of the Union which rightly gave shelter to him and responded to his call for help. The Union did*

not, rightly, adopt a narrow and sectarian attitude of not helping him on the ground that he was not the Union-member. The Union has rightly extended its help and has espoused his cause for justice. There is no bar or prohibition for the respondent Union functioning in the petitioners Company, or for that matter for any union functioning in any undertaking to espouse cause of any workman who might not have been enrolled as member in the past. The Membership of a Union is not a condition precedent to espouse an industrial dispute of a workman. The Union can espouse cause of even a non member, who approaches them for help. The Union must represent a case of workmen or employees like a representative Union under the Bombay Industrial Relations Act, 1946, Whether they are members or not. It is always in the interest of Industrial relations that even an individual workman or an employee is represented by a Union and that the cause is espoused by the Union and if the Union acts in the interest of the workmen. Section 2-A was introduced by the Legislature when it was found that some of the Unions did not espouse the cause of individuals and therefore such individuals were left in lurch as their cause was not espoused by the Union, and therefore, grave prejudice and injustice was done to individual workman. This amendment became necessary to meet the tyranny of some trade unions, which discarded the individual workman. In such circumstances a case of an individual workman was treated as an industrial dispute by section 2-A. It therefore does not mean that it was not capable of being espoused by the Respondent Union and that the Respondent Union could not espouse an industrial dispute being an individual dispute under section 2-A of the Act. There was nothing wrong if the Respondent Union had espoused the industrial dispute under section 2-A of the Act and the Secretary of the Union had filed a statement of claim on behalf of such individual workman. Mrs. Mhatre did not point out any decision or authority to show that a Union cannot espouse or appear in an cause of individual workman, whose dispute has been referred under section 2-A of the Act as an individual dispute which is deemed to be an industrial and that the Union can espouse the cause of its members only and that it cannot espouse the cause of a non member."

14. The principle laid down by the Hon'ble High Court in its aforesaid judgment is well established and also applicable to the case in hand. In the case in hand, the evidence on record indicates that the workers of the Employer has given authority the union to espouse the cause of termination of services of the Workman under reference. Even otherwise, the union has authority to raise the dispute of its member u/s 2-A of the I.D. Act, 1947. Hence it is held that the Party-I proves that it has every right and authority to espouse the cause of termination of services of the Workman under reference. The issue No.1A is therefore answered in the Affirmative.

15. **Issue No.1:**

Shri Sujay Rao, the sole witness of the Employer admitted that the Employer is governed by the Model Standing Orders under the Industrial Employment Standing Orders Act. As per the Model Standing Orders, a permanent Workman is defined as a permanent workman is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial establishment including breaks due to sickness, accident, leave, lockout, strike (not being an illegal strike) or involuntary closure of the establishment. Similarly, a probationer is defined as a "probationer" is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months service therein. If a permanent employee is employed as a probationer in a new post he may, at any time during the probationary period of three months, be reverted to his previous permanent post.

Indisputably, the Party-I was appointed as a 'Trainee Technician" by the Employer vide its letter dated 14/11/2014 (Exb.19-Cross) and on a monthly stipend of Rs.5600/- for a training period of six months from the date of engagement. The evidence on record indicates that the training of the Party-I as a trainee will automatically stand terminated at the end of the period without any further notice or action from the Employer. The appointment letter on record indicates that the training period can be extended by a period of three/six months if necessary and that the services of a trainee can be terminated at any time without any notice or assigning any reasons. Further, as per the letter of appointment at Exb.19-Cross,indicates that the Party-I is liable to transferred from one branch to another branch, from one shift to another, from one company to another in any company or group company located in India and he is expected to such other work which may be assigned to him from time to time. The appointment letter on record indicates that the said letter of engagement will be deemed to his engagement as a trainee and no fresh letter or letter of appointment will be given to him. The said letter of appointment as "Trainee Technician" at Exb.19-Cross has been signed by Padma V. Chowgule, the Managing Director of the Employer.

16. The Workman also produced on record his letter of termination dt.17/12/2016 (Exb. 21-Cross) stating that after taking an overall view of the entire matter including his performances and their requirements, the management has decided that the services of the workmen can no longer be continued in the best interest of the organization and as such the Employer has taken a decision that in accordance with the clause IV of his appointment letter at Exb.19-Cross to discharge him from services with immediate effect. The said letter of termination at Exb.21-Cross has been signed by Tejashree Pai, the Vice President of the Employer.

17. The Employer is governed by Industrial Employment (Standing Orders) Act, 1946. The appointment letter of the Party-I dt.14/11/2014 clearly indicates that the period of training will be six months from the date of engagement or may be extended for further 3/6 months if necessary, and that no other appointment letter will be issued to the trainee. The Party-I was in the employment continuously of the Employer w.e.f. 14/11/2014 till the date of termination of his services w.e.f 17/12/2016. The Party-I also paid salary and not stipend thus, the Party-I was a permanent Workman of the Employer. The termination letter of the Party-I at Exb.21-Cross clearly indicates that the services of the Workman has been allegedly discharged on the ground of his performances without issuing any charge for misconduct. The acts of termination at services of the Party-I amounts to illegal retrenchment. The Party-I was not paid retrenchment compensation, one month notice or one month pay in lieu of notice etc. as mandatorily required u/s 25F of the I. D. Act. Though the Employer was having more than 200 employees, the Employer did not obtain permission for retrenchment u/s 25N of the I. D. Act. There is nothing on record that the performance of the Party-I was unsatisfactory. Even otherwise the workmen was appointed by the Managing Director and the letter of discharge was signed by the Vice-President of the Employer. The said letter of discharge does not indicate that the said Vice-President of the Employer was given the authority by the Board of Directors to discharge the services of the Party-I. Thus, the action of the Employer in terminating the services of the Workman is illegal, unjustified and bad-in-law. Hence, it is held that the action of the management of the Employer is illegal and unjustified. The issue no.1 is therefore, answered in the affirmative.

18. **Issue No.2:**

The Party-I, in his claim statement, stated that his services has been terminated without obtaining any permission or filed any approval application as required u/s 33 of the I. D. Act, 1947. It is therefore necessary to refer section 33 of the I.D. Act, 1947.

Section 33. Conditions of service etc. to remain unchanged under certain circumstances during pendency of proceedings.

Section 33. (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute (or where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman).

(a) Alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) ……..…….

(4) ……..…..…..……

(5) Where an employer makes an application to a conciliation officer, Board, Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, (within a period of three months from the date of receipt of such application), such order in relation thereto as it deems fit:)

(Provide that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit:

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed).

Thus the provision of section 33 (2) is unambitious and clear.

19. Ld. Rep. Shri P. Gaonkar appearing for the Workman submitted that the Employer has not obtained permission nor filed any approval application before the Hon'ble Industrial Tribunal and relied upon a judgment of the **Hon'ble Apex Court of Jaipur Zilla Sahakari Bhoomi Vikas Bank V/s. Ram Gopal Sharma and Ors. reported in AIR 2002 SC 643.**

20. In the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank (Supra) the Hon'ble Apex Court**held as under:

"Where an application is made under Section 33(2) (b) proviso, the authority before which the proceeding is pending for approval of the action taken by the employer has to examine whether the order of dismissal or discharge is bona fide; whether it was by way of victimization or unfair labour practice; whether the conditions contained in the proviso were complied with or not, etc. If the authority refuses to grant approval obviously it follows that the employee continues to be in service as if order of discharge or dismissal never had been passed. The order of dismissal or discharge passed invoking Section 33(2)(b) dismissing or discharging an employee brings an end of relationship of employer and employee from the date of his dismissal or discharge but that order remains incomplete and remains inchoate as it is subject to approval of the authority under the said provision. In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employee, as it will have to be deemed that the order of discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available……".

21. The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand. In the case in hand, though the Party-I was designated and working as "Trainee Technician", he was paid monthly wages. He was a confirmed employee of the Employer. The evidence on record indicates that the case pertaining to the Charter of Demand was pending before the Hon'ble Industrial Tribunal, the services of the Party-I were terminated vide letter dt. 17/12/2016 without obtaining permission or filing an application for approval before the Hon'ble Industrial Tribunal. Hence, the termination of services of the Party-I is illegal and unjustified. Hence it is held that the Party-I proved that the action of the Employer in terminating the services of the Party-I is in contravention of section 33 of the I.D. Act, 1947. The issue No.2 is therefore answered in the Affirmative.

22. **Issue No. 3:**

Shri Sujay Rao, the sole witness of the Employer admitted that the Employer is governed by the Model Standing Ordersunder the Industrial Standing Orders. As per the Model Standing Orders a permanent Workman is defined as a "permanent" Workman is a Workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial establishment including breaks due to sickness, accident, leave, lockout, strike (not being an illegal strike) or involuntary closure of the establishment. Similarly, a probationer is defined as a "probationer" is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months service therein. If a permanent employee is

employed as a probationer in a new post he may, at any time during the probationary period of three months, be reverted to his previous permanent post.

23. The Employer, as and by way of its written statement filed its present proceedings, submitted that the Party-I was working as a Technician on probation and therefore cannot be said to be a "Workman" within the meaning of definition of "Workman" under provision of 2(s) of the I.D. Act, that Party-I has no lien of employment and therefore the act of discharging a probationer does not constitute any Industrial Dispute, that in any event there is no any vacancy for Party-I, the reference is not maintainable at law for want of any further action as alleged or at all, that the statement of claim is too vague, ambitious, clumsy, and devoid of any material facts and therefore not consistent with the provisions of sub regulation (2) of regulations 100 of Industrial Court Regulation 1975, that the statement of claim also suffers from rules of supressio veri and suggestion falsi, in as much as, the Party-I herein has suppressed all the material facts and circumstances relating to the alleged cause of action with ulterior motives of snatching away reliefs from the Hon'ble Tribunal and therefore, the Party-I cannot be said to have approached this Hon'ble Tribunal with clean hands, that the Party-I has utterly failed to make out any case in support of the alleged cause of action and no any case exists or at all, that without prejudice to the foregoing averments and contentions made and the grounds urged, in the alternative as the Party-I's services as a 'Trainee' was dispensed with as his services were found unsuitable, the Employer therefore, submits that the services of the Workman ought not be foisted upon the Employer for any reason whatsoever, that on many other grounds and for manifold other reasons also, the pending reference ought to be dismissed in limine with cost. The burden was cast on the Employer.

24. As explained herein above, the Party-I was appointed on 14/11/2014 (exb.19-Cross) as a Trainee Technician w.e.f. 01/11/2014 on a monthly stipend of Rs.5,600/- and for a training period of six months from the date of engagement and his training engagement as a trainee will automatically stands terminated at the end of the period without any further notice or action from the Employer. The appointment letter that the training period can be extended by a period of three/six months if necessary and that the services of a training can be terminated at any time without any notice or assigning any reasons. Further, as per the letter of appointment at Exb.19-Cross there been stated that the Party-I is liable to transferred from one branch to another branch, from one shift to another, from one company to another in any company or group company located in India and he is expected to such other work which may be assigned to him from time to time. It is also stated in the appointment letter that the said letters of engagement will deemed to his engagement as a trainee and no fresh letter or letter of appointment will be given to him. The said letter of appointment as "Trainee Technician" at Exb.19-Cross has been signed by Padma V. Chowgule, Managing Director of the Employer. Thus, the effect of the letter of appointment shows that the Party-I was working as a technician after probation and the Party-I was a confirmed employee of the Employer.

    The duties and responsibilities held by the Party-I appears to be skilled employee and as such the Party-I is the "Workman" within the meaning of provisions of section 2(s) of the I.D. Act, 1947. Thus, I do not find any merits in the aforesaid submissions of the Employer and as such the reference issued by the Government of Goa, is valid and justified. Hence, it is held that the Employer failed to prove that the present reference is not maintainable in view of the reasons mention in para 1(a) to 1(l) of its written statement. The issue No.3 is therefore answered in the Negative.

25. **Issue No. 4:**

    While deciding the issue No.1 hereinabove, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workman w.e.f. 17/12/2016 is illegal and unjustified. Similarly, while

    deciding the issue No.2 hereinabove, I have discussed and come to the conclusion that the action of the Employer is in terminating the services of the Workman is in contravention of section 33 of the I.D. Act, 1947.

26. Ld. Rep. Shri P. Gaonkar appearing for the Workman submitted that the Workman is unemployed from the date of his termination and as such he is entitled for reinstatement in services alongwith full back wages and consequential benefits thereof and relied upon a judgment of Hon'ble Apex Court.

27. In the case of **Deepali Gundu Surwase v/s. Kranti Junior Vidhyalaya, reported in (2013) 10 SCC 324**,in para 22 of its judgment held as under:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the Employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These suffering continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the Employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the Employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the Employer would amount to indirectly punishing the concerned employee and rewarding the Employer by relieving him of the obligation to pay back wages including the emoluments.

28. The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand. Neither the Workman has stated in his statement of claim nor stated in his affidavit of evidence that he is unemployed from the date of his termination. The Workman also did not state the efforts granted by him in obtaining the alternative employment. The evidence on record indicates that the Workman is working in Hundai Motor Services at Verna since, January, 2018 and paid an amount of Rs.11,000/- per month. The Evidence on record indicates that the Workman was working in private garage at the end of the year, 2017 and was earning around Rs. 5000/- to Rs. 6000/- per month. He deposed that he had applied for alternate job after his discharge of his services by the Employer however, he can't remember the name of the said establishment. Ever since his illegal termination on 17/12/2016, the Workman has not only been kept out of wages but also has not been able to access benefits of social security that would be applicable to his employment. The Workman of his own initiative and without the support of his Employer been able to mitigate the consequences of his illegal termination of employment by taking recourse to other sources keeping himself and his family alive even duringthe Covid pandemic. In view of the circumstances, it is my considered opinion, a lumpsum compensation of Rs. 6,00,000/- (Rupees Six Lakhs Only) be paid to the Workman. No interest would be attracted to the lumpsum compensation if the same is paid within 60 days.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Management of M/s. Chowgule Industries Private Limited, Opposite Damodar Temple, Fatorda, Margao, Goa, in terminating the services of its Workman Shri. Dattaram Morajkar, Technician, with effect from 17/12/2016, is illegal and unjustified.
2. It is held that the Management of M/s. Chowgule Industries Private Limited, Opposite Damodar Temple, Fatorda, Margao, Goa, is directed to pay to the Workman Shri Dattaram Morajkar, Technician, a sum of Rs.6,00,000/- (Rupees Six Lakhs Only) as a lumpsum compensation. No interest would be payable if the compensation amount is paid within sixty days.
3. No order as to costs.

Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Notification

28/02/2025-LAB/Part-II/260 Date: 21-Apr-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 18/03/2025 in Case No. Ref. LC-II/IT/11/2018 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

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THE LABOUR COURT–II
GOVERNMENT OF GOA
AT PANAJI

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/11/2018

Shri Anand P. Gaonkar,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartments,
Tisk, Ponda Goa (403 401) …….. Workman/Party-I.

V/s

M/s. Chowgule Industries Pvt. Ltd.,
Opp. Damodar Temple, Fatorda,
Margao, Salcete-Goa (403 602) ….. Employer/Party-II.

Party-I/Workman represented by Ld. Rep. Shri P. Gaonkar.

Party-II/Employer represented by Ld. Rep. Shri. K.V. Nadkarny.

PANAJI, DATED: 18/03/2025.

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 14/06/2018, bearing No. 28/11/2018-LAB/386 referred the following dispute for adjudication to this Labour Court-II of Goa, Panaji - Goa.

   "(1) Whether the action of the Management of M/s. Chowgule Industries Private Limited, Fatorda, Salcete, Goa, in terminating the services of Shri. Anand P. Gaonkar, Technician, with effect from 17/12/2016, is legal and justified?

   (2) If not, what relief the workman is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/11/2018 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed his Statement of Claim on 14/08/2018 at Exb-4. The facts of the case in brief as pleaded by the Party-I are that he was initially employed with the Employer /Party II (for short, "Employer") as "Trainee Technician" w.e.f. 17/11/2014 and was subsequently as Technician on 19/08/2015. He stated that he was continuously working with the Employer till the date of his illegal termination. He stated that he was given the Employer code by the Employer as 2917. He stated that his PF and ESI No. was GA/09821/10336, and 3202609023 respectively. He stated that he was designated as Technician and in the said letter dt.19.08.2015, it was mentioned that he was to be on probation for 12 months (ending August 2016). He stated that he has worked with the Employer even after August 2016 till his illegal termination. He stated that his probation period has not been extended further by any order or

letter. He stated that his work was always satisfactory and the Employer never complained about his work or performance. He stated that he had completed 3 months of probation in accordance with the Model Standing Orders under the Industrial Employment (Standing Orders) Act, 1946 and therefore he was a permanent Workman.

3. He stated that therefore, the Employer has constantly troubled and harassed the workmen who are the members of the said Union. He stated that he has been targeted and victimized as he is the members of Gomantak Mazdoor Sangh. He stated that the Employer did not like the act of the said Union, which espoused the cause of the workmen by demanding better wages and service conditions. He stated that the matter pertaining to the 'Charter of Demands' for the period between 2008 to 2012 was pending before the Hon'ble Industrial Tribunal between the Employer herein and its workmen under Ref. No.29/2009. He stated that the Hon'ble Tribunal passed its Award bearing dated 13/07/2015. He stated that the said award has been challenged by the Employer herein before the Hon'ble High Court under Writ Petition No.739 of 2015. He stated that the said writ petition was dismissed by the Hon'ble High Court thereby upholding the award passed by the Hon'ble Industrial Tribunal. He stated that thereafter, the Employer filed a Special leave Petition (c) bearing no.8329 of 2016 before the Hon'ble Supreme Court of India. He stated that the Hon'ble Supreme Court of India, by its order dated 29.04.2016, was pleased to dismiss the said Special leave Petition. He stated that subsequent to the dismissal of the Special Leave Petition by the Hon'ble Supreme Court, the workmen requested the Employer to implement the award dated 13/07/2015. He stated that however, the management did not implement the said award and the workmen were therefore constrained to file a claim under section 33C (1) of the Industrial Disputes Act, 1947. He stated that pursuant to the claim filed by the workmen, the Hon'ble Tribunal had issued a show cause notice dated 16/11/2016 to the Employer for non-implementation of the award dated 13/07/2015.

4. He stated that the 'Charter of Demands', with respect to which the award dated 13/07/2015 was passed, expired on 30/06/2012. He stated that therefore, a new 'Charter of Demands' was submitted for the further period of four years, however the same was not resolved by the management of Employer. He stated that therefore in the General Body Meeting of the Union held on 04/11/2016 the workmen of the Employer unanimously decided to observe a strike against the non-implementation of the award dated 13/07/2015 and the non-settlement of the new 'Charter of Demands'. He stated that the said strike was to be observed on 21/11/2016. He stated that upon receipt of the notice of strike, the management of the Employer started harassing and threatening the workers, especially the active members of the Union. He stated that the action against the workmen in the reference was in response to the legitimate union activities. He stated that the Employer had issued him a Show Cause notice dated 02/12/2016 for the legal strike called by the union. He therefore submitted that the termination was punitive and the workmen was targeted for his legitimate union activities. He stated that that vide letter dt.17/12/2016, he was discharged from the services. He stated that on receipt of the discharge letter dt.17/12/2016, he had submitted a detailed communication vide letter dt.22/12/2016. He stated that as the workmen has joined the union and requested the management to implement the Award dt.13/07/2015, he was illegally discharged from the services. He stated that the matter of charter of demand was pending before the appropriate authority on the date of discharge of his services.

5. He submitted that before discharging him from its services, the Employer did not file any approval application as required under Section 33 of Industrial Dispute Act, 1947. He submitted that before discharging him from its services, the Management has not conducted any inquiry and the principles of natural justice were also not followed. He submitted that the order of discharge is not issued by appointing authority and hence it is illegal, unjustified and bad in law. He submitted that before discharging him form its services, the management has not complied with section 25F, 25H and 25G of the I. D. Act, 1947 and violated the provision of law in force and hence their termination is illegal, unjustified and bad in law. He submitted that the management has not issued him any charge sheet nor inquiry was conducted against him. He submitted that the Employer is employing more than 200 workers working in the said factory and hence Chapter VB of the I. D. Act, 1947 is applicable to the Employer. He submitted that before their termination, the management has not obtained the permission of retrenchment as required under section 25N of the I.D. Act, 1947. He submitted that at the time of their termination, no notice pay, Retrenchment compensation were paid nor offered and hence the termination is illegal, unjustified and bad in law. He submitted that the act of the Employer in discharging his services of amounts to 'unfair labour practice' in as much as the said discharge has been effected malafidely to penalize him for participating legitimate trade union activities. He submitted that the Employer had issued the discharge orders malafidely so as to victimize him and to compel him to give up his legitimate claims under the Award dated 13/07/2015 and

this act on part of the Employer also amounts to an unfair labour practice. He stated that he is currently unemployed since his illegal termination and hence he has not been able to find any suitable job yet despite his efforts. The Workman therefore prayed that this Hon'ble Tribunal be pleased to declare that the termination of his service is illegal, improper and unjustified and set it aside and direct the Employer to reinstate to him with full back wages and continuity in services and costs.

6. The Employer controverted the claim of the Workman by filing its Written Statement at Exb.6. The Employer, as and by way of its preliminary objections, filed in the written statement, submitted that the entire reference is misconceived, frivolous, ill-founded and contrary to facts, and the same is also untenable, incompetent and as such not maintainable at law and that, therefore the Hon'ble Tribunal will have no jurisdiction to entertain and determine the same for the following amongst other grounds, each of which has been set out separately without prejudice to one another that the Workman during the material time was admittedly employed with and was working as 'Technician' on probation and, therefore cannot be said to be a workman within the meaning of the definition 'Workman' under the provisions of sub-section(s) of Section 2 of the I. D. Act, 1947, that the Workman was last working as a 'Technician' on Probation and, therefore, had no lien of employment and, therefore, the act of discharging a probationer does not constitute any industrial dispute. The Employer submitted that the aforesaid objections goes to very root of the jurisdiction of this Hon'ble Tribunal to try and entertain the present dispute and therefore it is prayed that the same is tried as preliminary issue. The Employer submitted that in any event, there is no vacancy for the Workman, that the statement of claim is too vague, ambiguous, clumsy, and devoid of any material facts and therefore not consistent with the provisions of sub regulation(2) of regulation 100 of the Industrial Code Regulations, 1975, that the statement of claim also suffers from the rule of suppressio veri and suggestio falsi, in as much as, the Workman herein has suppressed all the material facts and circumstances relating to the alleged cause of action with ulterior motives of snatching away reliefs from this Hon'ble Tribunal and therefore, the Workman cannot be said to have approached this Hon'ble Tribunal with clean hands, that the workman has utterly failed to make out any case in support of the alleged cause of action and no any case exists or at all and that without prejudice to the foregoing averments and contentions made and the grounds urged, in the alternative as the Workman's services as a 'Probation' was dispensed with as his services were found unsuitable, the Employer, therefore, submitted that the services of the Workman ought not be foisted upon the Employer for any reason whatsoever, that on many other grounds and for manifold other reasons also, the pending reference ought to be dismissed in limine with cost, that the reference made by the Government for adjudication of the present dispute to this Hon'ble Labour Court is bad-in-law for non-application of mind and as such the same is not maintainable, that the order of reference suffers from non-application of mind as the services of the individual Workman has not been terminated, but the workman has been discharges from the services of the company, that the Union Gomantak Mazdoor Sangh has no Locus Standi to raise the present dispute as there is hardly any membership from amongst the workmen employed in its establishment and that majority of the workmen as a class have no substantial or direct and substantial interest in the dispute referred to this Hon'ble Tribunal, that Union Party-I in the present reference has no authority or right to raise the present dispute relating to the discharge of individual workman as the Union constitution has no such provision empowering the Union authority to do so.

7. The Employer stated that it is engaged in the business of dealership for Maruti Vehicles and is having its registered office at Goa. The Employer stated that for effective service to the customers of the said vehicles, it has its show rooms/ Sales Services situated at Panaji. The Employer stated that there are 471 Technician's situated at various service station at Goa. The Employer admitted that the Workman was engaged by them on 17/11/2014. The Employer stated that thereafter the Workman was taken on probation w.e.f. 17/05/2015 and extended from time to time. The Employer stated that the Workman was last working as a probationer. The Employer stated that on his personal requests and on humanitarian grounds, the services of the party-I were extended from time to time. The Employer stated that this act shows that bonafides that even they desires that the party-I should improvise on his performances to enable them to confirm him in employment but unfortunately did not. The Employer stated that despite giving him sufficient opportunities, the party-I was not found suitable for being made permanent in services. The Employer stated that it being engaged in a service oriented business, could not take a risk of continuing such non-suitable person putting in jeopardy the customer's vehicles and its reputation in the competitive market. The Employer stated that time and again, the seniors of the concerned persons spoke to him individually and appraised each of them of their poor performances and a decision on basis of his performance, was being postponed from time to time. The Employer stated that even after giving him

numerous opportunities, the party-I did not improve upon his performances. The Employer stated that the party-I lacked in commitment and initiative and his work culture was bad. The Employer stated that his performances levels was very low and was not in good relations even his colleagues. The Employer stated that the party-I was warned from time to time, but he did not make any attempt to improve his own behaviour. The Employer stated that they also informed the party-I individually in person through the senior personnel about their inability to confirm in services. The Employer stated that they had no other alternative and the cumulative effect in this regard regarding their individual performances culminated in them taking a conscious decision not to confirm him in services. The Employer stated that the party-I was handed over a letter dated 17/12/2016 informing him that after scrutinizing his work, conduct and performances, the same was not found to be satisfactory. The Employer stated that hence the management, in accordance with clause 28 of his appointment letter had decided to discharge him from services. The Employer stated that the Workman refused to accept the said letter when sought to handed over to him in presence of two witnesses. The Employer stated that the necessary endorsement was made and the said letter along with compensation was sent to his last known address. The Employer stated that the Party-I was on probation and was undergoing training in such trade or occupation as was prescribed. The Employer stated that it is pertinent to note that the trainee is akin or similar to a learner and who may or may not be paid an allowance during the period of his training. The Employer stated that training is imparted to a person designated as a trainee as in the present case. The Employer stated that the training is infact a leaner of a particular occupation and the persons concern is trained for a specific occupation and the said person has no lien on employment and therefore trainee has been held to be not a workman under the I. D. Act, 1947. The Employer stated that the concept of probation is that the person is on trial regarding the suitability for regular absorption. The Employer stated that the purpose of placing a person on probation is to try him/her during the period of probation to assess his suitability for the job concerned. The Employer stated that as the party-I were not found suitable to be absorbed in permanent employment, his services were discharged. The Employer stated that they are not aware if the party-I had joined the said Union and in any event affiliation or joining any Union as a fundamental right of any employee but the same has no relevance to the present case. The Employer stated that the issue regarding charter of demand is not relevant herein as the same was referred to Hon'ble Tribunal as reference (IT) No.29 of 2009. The Employer stated that even though the subsisting Award in force a fresh Charter of Demands were made by the Union and thereafter referred and the same is pending before the Hon'ble Industrial Tribunal and the matter is subjuidce. The Employer stated that despite pendency of proceedings, union gave a call for illegal strike in support of demands and the same is perse illegal. The Employer denied the overall case as pleaded by the Workman and prayed for rejection of the present reference.

8. Thereafter, an Opportunity was given to the Workman to file his Re-joinder. Thereafter, the Workman filed his re-joinder on 22/10/2018 at Exb.7. The party-I, as and by way of his re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to his Statement and averments made in his Claim Statement.

9. Based on the pleadings filed by both the parties this Hon'ble Court was pleased to frame the following issues on 28/11/2018 at Exb.9. The said issues have been updated pursuant to the amendment of the written statement by the Employer.

1. *Whether the Workman/Party I proves that the action of the Employer in terminating the services of the Workman with effect from 17/12/2016 is illegal and unjustified?*

   1A. Whether the Workman/Party I proves that it has locus standi to raise the present dispute?

2. *Whether the Workman/Party I proves that the action of the Employer in terminating his services is in violation of Section 33 of the I. D. Act, 1947?*

3. *Whether the Employer/Party II proves that the reference is not maintainable in law in view of the reasons mentioned in para 1 (a) to 1 (i) of the written statement?*

4. *Whether the Workman/Party-I is entitled to any relief?*

5. *What order? What award?*

10. My answers to the aforesaid issues are as under :

    (a) Issue No. 1 : In the Affirmative

(b) Issue No. 1A : In the Affirmative
(c) Issue No. 2 : In the Affirmative
(d) Issue No. 3 : In the Negative
(e) Issue No. 4 & 5 : As per final order.

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the Party-I as well as Ld. Rep. Shri K. V. Nadkarny representing the Employer. Both the representatives also filed the synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the written synopsis filed on the behalf of both the parties. I have carefully considered the submissions advanced before me and is of the opinion as under.

REASONS:

11. **Issue No. 1A:**

I am deciding the issue No.1A first prior to the Issue No.1 as the said issue No.1A goes to the very root jurisdiction of this Hon'ble Court.

The Employer, by its amended pleading, challenged the locus standi of the Gomantak Mazdoor Sangh Union. The burden to prove the issue No.1A is therefore cast on the Party-I.

12. Ld. Rep. Shri P. Gaonkar appearing for the Party-I submitted that in view of the section 2A, of the I.D. Act, 1947 the union has every right to espouse the cause of termination of services of the Party-I and relied upon a judgment of Hon'ble High Court of Bombay in the case of **ANZ Grindlays Bank V/s. General Secretary, Grindlays Bank Employees Union reported in 2001(3) MHLJ 422.** Per contra, Ld. Rep. Shri K. V. Nadkarny representing the Employer submitted that the Union Gomantak Mazdoor Sangh has no locus standi to raise the present dispute as there is hardly any membership from amongst the workmen employed in its establishment and that majority of the workmen as a clerk have no substantial or direct and substantial interest in the dispute referred to this Hon'ble Tribunal. He also submitted that the union has no authority or right to raise the present dispute relating to the discharge of individual Workman as the union constitution has no provision empowering the union authority to do.

13. **In the case of ANZ Grindlays Bank (Supra), the Hon'ble High Court of Bombay,** in para 3 held as under:

3. *"…… The Union is a complete shelter and home for retreat for every workman as and when he finds himself in difficulty. Very often the employees or workmen do not become members of any Union for their own reasons selfish or otherwise. It is possible that the present workman being only a temporary workman preferred to remain away from the Union but when he found himself in difficulty he knocked the doors of the Union which rightly gave shelter to him and responded to his call for help. The Union did not, rightly, adopt a narrow and sectarian attitude of not helping him on the ground that he was not the Union-member. The Union has rightly extended its help and has espoused his cause for justice. There is no bar or prohibition for the respondent Union functioning in the petitioners Company, or for that matter for any union functioning in any undertaking to espouse cause of any workman who might not have been enrolled as member in the past. The Membership of a Union is not a condition precedent to espouse an industrial dispute of a workman. The Union can espouse cause of even a non member, who approaches them for help. The Union must represent a case of workmen or employees like a representative Union under the Bombay Industrial Relations Act, 1946, Whether they are members or not. It is always in the interest of Industrial relations that even an individual workman or an employee is represented by a Union and that the cause is espoused by the Union and if the Union acts in the interest of the workmen. Section 2-A was introduced by the Legislature when it was found that some of the Unions did not espouse the cause of individuals and therefore such individuals were left in lurch as their cause was not espoused by the Union, and therefore, grave prejudice and injustice was done to individual workman. This amendment became necessary to meet the tyranny of some trade unions, which discarded the individual workman. In such circumstances a case of an individual workman was treated as an industrial dispute by section 2-A. It therefore does not mean that it was not capable of being espoused by the Respondent Union and that the Respondent Union could not espouse an industrial dispute being an individual dispute under section 2-A of the Act. There was nothing wrong if the Respondent Union had espoused the industrial dispute under section 2-A of the Act and the Secretary of the Union had filed a statement of claim on behalf of such individual workman. Mrs. Mhatre did not point out any decision or authority to show that a Union cannot espouse or appear in an cause of individual workman, whose dispute has been referred under section 2-A*

of the Act as an individual dispute which is deemed to be an industrial and that the Union can espouse the cause of its members only and that it cannot espouse the cause of a non member.

14. The principle laid down by the Hon'ble High Court in its aforesaid judgment is well established and also applicable to the case in hand. In the case in hand, the evidence on record indicates that the workers of the Employer has been given the authority to espouse the cause of termination of services of the Workman under reference. Even otherwise, the union has authority to raise the dispute of its member u/s 2-A of the I.D. Act, 1947. Hence, it is held that the Party-I proves that it has every right and authority to espouse the cause of termination of services of the Workman under reference. The issue No.1A is therefore answered in the Affirmative.

15. **Issue No. 1:**

Indisputably, the Party-I was appointed as a 'Trainee Technician" by the Employer vide its letter dated 17/11/2014 at (Exb.11) and on a monthly stipend of Rs.6,500/- for a training period of six months from the date of engagement. The evidence on record indicates that the training of the Party-I as a trainee will automatically stands terminated at the end of the period without any further notice or action from the Employer. The appointment letter on record indicates that the training period can be extended by a period of three/six months if necessary and that the services of a trainee can be terminated at any time without any notice or assigning any reasons. Further, as per the letter of appointment at Exb.11, indicates that the Party-I is liable to be transferred from one branch to another branch, from one shift to another, from one company to another in any company or group company located in India and he is expected to such other work which may be assigned to him from time to time. The appointment letter on record indicates that the said letter of engagement will deemed to his engagement as a trainee and no fresh letter or letter of appointment will be given to him. The said letter of appointment as "Trainee Technician" at Exb.11 has been signed by Padma V. Chowgule, the Managing Director of the Employer. The party-I has also produced on record a letter dt.19/08/2015 at Exb.12 indicating his terms and conditions of service. As per the said letter at Exb.12, it states that an employee shall be deemed to continue on probation, unless and until, receives a written order from the Employer confirming his services. The said letter at Exb.12 is contrary to the definition of the permanent Workman as well as probationer as defined under the Industrial Employment (Standing Orders) Central Rules, 1946. As per the industrial employment (Standing Orders) Central Rules, 1946 defines the term "permanent" as well as "probationer" defined as under:

(b) A "permanent" workman is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial establishment including breaks due to sickness, accident, leave, lockout, strike (not being an illegal strike) or involuntary closure of the establishment.

(c) A "probationer" is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months service therein. If a permanent employee is employed as a probationer in a new post he may, at any time during the probationary period of three months, be reverted to his previous permanent post.

Thus, in the case in hand the party-I joined in the employment of the Employer on 17/11/2014. He was appointed on probationer technician on 19/08/2015 and after completion of three months the party-I was a permanent Workman of the Employer.

16. The party-I has also produced on record his order of termination at Exb.20-colly stating that he was appointed on probation for the period ending 16/05/2016 and that after closely scrutinizing his work, conduct and performance, they found that the same is not satisfactory during the period of employment with them and therefore in accordance with clause 28 of the appointment letter dt.19/08/2015 (Exb.12) discharge the services of the Workman.

17. As stated above, as per the industrial employment (Standing Orders) Central Rules, 1946, the party-I was a permanent Workman. He was continuously working with the Employer from the date of his joining w.e.f. 17/11/2014 till the termination of his services w.e.f. 17/12/2016. The star witness of the Employer, Shri Sujay Rao, in his cross examination admitted that the Employer maintained the job card of his workers and that he would verify the job card of the Workman with the records maintained by the Employer and if available he will produce the same. However, the said witness of the Employer could not produce the job card of the Workman wherein his work, conduct and performance has been written. The said records is essential to find out the performance of the Workman is satisfactory or unsatisfactory. Even though, the Employer contended that the Workman was probationer and after closely scrutinizing his

work, conduct and performance they found that the said is not satisfactory during the period of employment with them. Thus, in the absence any evidence especially the job card of the Workman it is difficult to understand that the work, conduct and the performance was unsatisfactory. Hence, the alleged order of discharge of the Workman is illegal, unjustified and bad-in-law. Secondly, the appointment order of the Workman has been signed by Smt. Padma V. Chowgule the Managing Director of the Employer, but the order of termination of the Workman has been signed by Smt. Tejashree Pai, the Vice-President of the Employer and as such termination of the services of the Workman is illegal and bad-in-law.

18. Thus, the appointment letter of the Party-I dt.14/11/2014 clearly indicates that the period of training will be six months from the date of engagement or may be extended for further 3/6 months if necessary and that no any appointment letter will be issued to the trainee. The Party-I was in the employment continuously of the Employer w.e.f. 14/11/2014 till the date of termination of his services w.e.f 17/12/2016. The Party-I also paid salary and not stipend thus, the Party-I was a confirmed employee of the Employer. The termination letter of the Party-I at Exb.21-Cross clearly indicates that the services of the Workman has been allegedly discharged on the ground of his performances without issuing any charge-sheet or holding any inquiry against the alleged the performance of the Workman. The acts of termination at services of the Party-I amounts to illegal retrenchment. The Party-I was not paid retrenchment compensation, one month notice or one month pay in lieu of notice etc. as mandatorily required u/s 25F of the I. D. Act. The Employer also did not obtain permission for retrenchment u/s 25N of the I. D. Act as the Employer was having more than 200 workers on its role. There is nothing on record that the performance of the Party-I was unsatisfactory as he was not heard before passing the termination. Even otherwise the workmen was appointed by the Managing Director and the letter of discharge was signed by the Vice-President of the Employer. The said letter of discharge does not indicates that the said Vice-President of the Employer was given the authority to discharge the services of the Party-I**.** Thus, the action of the Employer in terminating the services of the Workman is illegal, unjustified and bad-in-law. Hence, it is held that the action of the management of the Employer is illegal and unjustified. The issue no.1 is therefore, answered in the affirmative.

19. **Issue No. 2:**

The Party-I, in his claim statement, stated that his services has been terminated without obtaining any permission or filed any approval application as required u/s 33 of the I. D. Act, 1947. It is therefore necessary to refer section 33 of the I.D. Act, 1947.

Section 33. Conditions of service etc. to remain unchanged under certain circumstances during pendency of proceedings.

Section 33 (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute (or where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman).

(a) Alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority

before which the proceeding is pending for approval of the action taken by the employer.

(3) …….

(4) ……..

(5) Where an employer makes an application to a conciliation officer, Board, Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, (within a period of three months from the date of receipt of such application), such order in relation thereto as it deems fit:)

(Provide that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit:

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed).

Thus the provision of section 33 (2) is unambitious and clear.

20. Ld. Rep. Shri P. Gaonkar appearing for the Workman submitted that the Employer has not obtained permission nor filed any approval application before the Hon'ble Industrial Tribunal and relied upon a judgment of the **Hon'ble Apex Court of Jaipur Zilla Sahakari Bhoomi Vikas Bank V/s. Ram Gopal Sharma and Ors. reported in AIR 2002 SC 643.**

21. In the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank (Supra) the Hon'ble Apex Court** held as under:

"Where an application is made under Section 33(2) (b) proviso, the authority before which the proceeding is pending for approval of the action taken by the employer has to examine whether the order of dismissal or discharge is bona fide; whether it was by way of victimization or unfair labour practice; whether the conditions contained in the proviso were complied with or not, etc. If the authority refuses to grant approval obviously it follows that the employee continues to be in service as if order of discharge or dismissal never had been passed. The order of dismissal or discharge passed invoking Section 33(2)(b) dismissing or discharging an employee brings an end of relationship of employer and employee from the date of his dismissal or discharge but that order remains incomplete and remains inchoate as it is subject to approval of the authority under the said provision. In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employee, as it will have to be deemed that the order of discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available……."

22. The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand. In the case in hand, though the Party-I was designated and working as "Trainee Technician", he was paid monthly wages. He was confirmed employee and the Employer. The evidence on record indicates that the case pertains to the Charter of Demand was pending before the Hon'ble Industrial Tribunal, the services of the Party-I were terminated vide letter dt. 17/12/2016 without obtaining permission or filing an application for approval before the Hon'ble Industrial Tribunal. Hence, the termination of services of the Party-I is illegal and unjustified. Hence it is held that the Party-I proved that the action of the Employer in terminating the services of the Party-I is in contravention of section 33 of the I.D. Act, 1947. The issue No.2 is therefore answered in the Affirmative.

23. **Issue No. 3:**

The Employer, as and by way of its written statement filed its present proceedings, submitted that the Party-I was working as a Technician on probation and therefore cannot be said to be a "Workman" within the meaning of definition of "Workman" under provision of 2(s) of the I.D. Act, that Party-I has no lien of employment and therefore the act of discharging a probationer does not constitute any Industrial Dispute, that in any event there is no any vacancy for Party-I, the reference is not maintainable at law for want of any further action as alleged or at all, that the statement of claim is too vague, ambitious, clumsy, and devoid of any material facts and therefore not consistent with the provisions of sub regulation (2) of regulations 100 of Industrial Court Regulation 1975, that the statement of claim also suffers from rules of supressio very and suggestion falsi, in as much as, the Party-I herein has suppressed all the material facts and circumstances relating to the alleged cause of action with ulterior motives of snatching away reliefs

from the Hon'ble Tribunal and therefore, the Party-I cannot be said to have approached this Hon'ble Tribunal with clean hands, that the Party-I has utterly failed to make out any case in support of the alleged cause of action and no any case exists or at all, that without prejudice to the foregoing averments and contentions made and the grounds urged, in the alternative as the Party-I's services as a 'Trainee' was dispensed with as his services were found unsuitable, the first party, therefore, submits that the services of the Workman ought not be foisted upon the Employer for any reason whatsoever, that on many other grounds and for manifold other reasons also, the pending reference ought to be dismissed in limine with cost. The burden was cast on the Employer.

24. As explained herein above, the Party-I was appointed on 14/11/2014 (exb.19-Cross) as a Trainee Technician w.e.f. 01/11/2014 on a monthly stipend of Rs.5,600/- and for a training period of six months from the date of engagement and his training engagement as a trainee will automatically stands terminated at the end of the period without any further notice or action from the Employer. The appointment letter that the training period can be extended by a period of three/six months if necessary and that the services of a training can be terminated at any time without any notice or assigning any reasons. Further, as per the letter of appointment at Exb.19-Cross there been stated that the Party-I is liable to transferred from one branch to another branch, from one shift to another, from one company to another in any company or group company located in India and he is expected to such other work which may be assigned to him from time to time. It is also stated in the appointment letter that the said letters of engagement will deemed to his engagement as a trainee and no fresh letter or letter of appointment will be given to him. The said letter of appointment as "Trainee Technician" at Exb.19-Cross has been signed by Padma V. Chowgule, Managing Director of the Employer. Thus, the letter of appointment does not shown that the Party-I was working as a technician under probation but the Party-I was a confirmed employee of the Employer.

25. The duties and responsibilities held by the Party-I appears to be skilled employee and as such the Party-I is the "Workman" within the meaning of provisions of section 2(s) of the I.D. Act, 1947. Thus, I do not find any merits in the aforesaid submissions of the Employer and as such the reference issued by the Government of Goa, is valid and justified. Hence, it is held that the Employer failed to prove that the present reference is not maintainable in view of the reasons mention in para 1(a) to 1(l) of its written statement. The issue No.3 is therefore answered in the Negative.

26. **Issue No. 4:**

While deciding the issue No.1 hereinabove, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workman w.e.f. 17/12/2016 is illegal and unjustified. Similarly, while deciding the issue No.2 hereinabove, I have discussed and come to the conclusion that the action of the Employer is in terminating the services of the Workman is in contravention of section 33 of the I.D. Act, 1947.

27. Ld. Rep. Shri P. Gaonkar appearing for the Workman submitted that the Workman is unemployed from the date of his termination and as such he is entitled for reinstatement in services alongwith full back wages and consequential benefits thereof and relied upon a judgment of Hon'ble Apex Court.

28. In the case of **Deepali Gundu Surwase v/s. Kranti Junior Vidhyalaya, reported in (2013) 10 SCC 324**, in para 22 of its judgment held as under:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the Employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These suffering continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the Employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the Employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an

illegal act of the Employer would amount to indirectly punishing the concerned employee and rewarding the Employer by relieving him of the obligation to pay back wages including the emoluments."

Per contra, Ld. Rep. Shri K. V. Nadkarny representing the Employer submitted that the Workman was hardly two years services of the Employer and as such the workman is not entitled for reinstatement in service or any back wages but he may be granted lump-sum compensation and relied upon the following judgments:

29. In the case of **Abhay S. Oka & Rajesh Bindal, J.J. Ramesh Chand v/s. Management of Delhi Transport Corporation, reported in (2024) ALL SCR 636**, of Supreme Court in para 9 of its judgment held as under:

"9. The law is very well settled. Even if Court passes an order of reinstatement in service, an order of payment of back wages is not automatic. It all depends on the facts and circumstances of the case. It is true that affidavit filed by the appellant on 18th July 2008 before the Labour Court making a categorical statement on oath that he was not employed from the date of termination was withdrawn and in the fresh affidavit filed by way of evidence, such a specific contention was not raised. But there are two factors in favour of the appellant. In the statement of claim, it is specifically asserted that till August1997 when the statement of claim was filed, the appellant found it difficult to get employment and in fact he was unemployed. The second aspect is that there is a cross-examination, the appellant denied that he had a sufficient source of income to look after his family. However, considering the conduct of the appellant of withdrawing the affidavit filed earlier and not raising the contention of unemployment in the fresh affidavit, the appellant cannot be granted the benefit of back wages for the entire period from the date of termination till reinstatement. It is not possible to accept that for the entire period of thirteen years, the appellant had no source of income. However, the respondent has not come out with the case that from the date of his removal from service, the appellant had another source of income. Thus, the appellant discharged the burden on him by establishing that he was unemployed at least till August 1997. From the chart submitted on record by the learned counsel appearing from the respondent. We find that the gross salary of the appellant on the date of reinstatement was Rs.18,830/-. On the date of removal, his salary was approximately Rs.4,000/- per month.

"10. We are of the view that considering the facts of the case, it will be appropriate if a sum of Rs.3 lakhs is ordered to be paid to the appellant in lieu of back wages. To that extent, the appeal must succeed".

30. In the case of **Karnataka State Road Transport Corporation & Ors. V/s. B. H. Huchappa, reported in 2023 I CLR 51**, of Supreme Court of India, of its judgment held as under:

"Having heard learned Counsel for the parties and taking into consideration the material on record and the fact, in particular, in reference to which limited notice was issued by this Court, we consider it appropriate to observe that let the amount of gratuity, which has been withheld by the Corporation, shall be made over to the respondent/workman with interest at the rate of 9% per annum until actual payment. At the same time, so far as the back wages from the year 2005-2010 are concerned, for which the respondent/workman is entitled for, we consider it appropriate to observe that let Rs.2,50,000/- towards compensation in lieu of back wages be paid to the respondent/workman within a period of four weeks, failing which the amount of compensation shall carry interest at the rate of 9% till actual payment".

31. In the case of **State of Haryana & Ors. v/s. Roshni Devi, reported in 2023 I CLR 8**, of Supreme Court of India, of its judgment held as under:

"It is not disputed before us that the respondent was engaged as a part-time sweeper on February, 1988 in the office of the Labour Inspector, Kurukshetra. She was engaged for only one hour per day on working days at the rate of Rs.50/- per month. No appointment letter was issued to her. In pursuance to the instructions issud by the Chief Secretary to Government of Haryana vide policy Circulates dated 1.2.1999 and dated 17.10.2002, a decision was taken on 1.1.2004 by the Labour Department that anxiliary services like security, sweeping/clearing etc. be engaged through contractors and the cadre of these posts may be considered as diminishing cadre with the regular post being abolished. Consequent to the policy decision dated 1.1.2004, one Smt. Surinder Kaur stated to have been posted as sweeper on a regular basis was transferred in the office of the appellant(s) and the services of the respondent was dispensed with. It is not disputed before us that there were practically 3 rounds of litigation. The first was to recover the same pay

benefits which were actually paid and that chapter was closed. The second was CWP No.7062/2008 which has been discussed by us aforesaid along with prayers seeking regularization and reinstatement, which resulted in dismissal of the writ petition. It is in the third endeavor whereby the Labour Department declined to refer the matter to Labour Court, an order was passed by the High Court which resulted in reference. Learned counsel for the appellants has rightly contended that this matter could not have been re-agitated after the aforesaid writ petition was declined by the High Court and when the matter stood finally concluded against the respondent. In view of the above, we have to hesitation in setting aside the award of the Labour Court dated 14.1.2014, order of the learned Single Judge dated 18.3.2016 and impugned judgment/order dated 21.1.2019/17.5.2019. We however, feel that the respondent having worked for 18 long years albeit on a part-time basis with the Labour Department and the Labour Department having taken services for such a long time, she must be granted reasonable compensation. Despite some legal impediments in the way of the respondent, she cannot be left high and dry. It is in the given peculiar facts and circumstances that we consider it appropriate to grant a lump-sum compensation to the respondent which is quantified as Rs.2 lakh to be paid to the respondent by the appellants within a period of two months from today".

32. In the case of **Executive Engineer, Public Health Engineering Department v/s. Santosh Nath, reported in 2021 III CLR 903**, **of High Court of Rajasthan,** of its judgment held as under:

15. "Considering the facts and circumstances of the present case and in view of the judgments passed by the Hon'ble Supreme Court in the matter of Krishna Bhagya Jal Nigam Ltd., and Haryana State F.C.C.W. Store Ltd., (both supra) and also the judgment passed by the Division Bench of this Court in the matter of Deputy Conservator of Forests & Anr. (supra), I am of the view that the finding of fact recorded by the Tribunal does not require any interference by this Court. However, considering that the reinstatement is not automatic, I deem it just and proper to award compensation of Rs.2,50,000/- to the workman in lieu of reinstatement".

33. In the case of **Management of Regional Chief Engineer P.H.E.D. Ranchi v/s. their Workmen represented by District Secretary, reported in 2018 III CLR 679**, **of Supreme Court of India**, of its judgment held as under:

18. "We cannot, therefore, concur with such direction of the Courts below awarding full back wages to the workman which, in our opinion, has certainly caused prejudice to the appellant (employer)".

19. "However, having regard to the facts and circumstances of the case, we consider it just and proper and in the interest of justice to award to these 37 workmen 50% of the total back wages".

34. The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand. Neither the Workman has stated in his statement of claim nor stated in his affidavit of evidence that he is unemployed from the date of his termination. The Workman also did not state the efforts granted by him in obtaining the alternative employment. The evidence on record indicates that the Workman is working in Hundai Motor Services at Verna since, January, 2018 and paid an amount of Rs. 11,000/- per month. The Evidence on record indicates that the Workman was working in private garage at the end of the year, 2017 and was earning around Rs. 5000/- to Rs. 6000/- per month. He deposed that he had applied for alternate job after his discharge of his services by the Employer however, he can't remember the name of the said establishment. In my considered opinion, since the Workman is employed and earning more than the salary paid to him by the Employer, he is entitled to be paid an amount of Rs. 6,00,000/-(Six Lakhs Only) as a lumpsum compensation. No interest would be attracted to the said lumpsum compensation if the same is paid within 60 days.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Management of M/s. Chowgule Industries Private Limited, Opposite Damodar Temple, Fatorda, Margao, Goa, in terminating the services of its Workman Shri. Anand P. Gaonkar, Technician, with effect from 17/12/2016, is illegal and unjustified.
2. It is held that the Management of M/s. Chowgule Industries Private Limited, Opposite Damodar Temple, Fatorda, Margao, Goa, is directed to pay to the Workman Shri Anand P. Gaonkar, Technician, a sum of Rs.6,00,000/-(Six Lakhs Only) as a lumpsum compensation. No interest would be attracted to the said lumpsum compensation if the same is paid within 60 days.
3. No order as to costs.

4. Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Notification

28/02/2025-LAB/Part-III/263 Date: 21-Apr-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 19/03/2025 in Case No. Ref. LC-II/IT/14/2018 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

THE LABOUR COURT–II
GOVERNMENT OF GOA
AT PANAJI

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/14/2018

1. Shri Tushar Borkar,

2. Shri Suraj Naik,
Both Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartments,
Tisk, Ponda Goa (403 401) ..... Workman/Party-I.

V/s

M/s. Chowgule Industries Pvt. Ltd.,
Opp. Damodar Temple, Fatorda,
Margao, Salcete-Goa (403 602) ..... Employer/Party-II.

Party-I/Workman represented by Ld. Rep. Shri P. Gaonkar.

Party-II/Employer represented by Ld. Rep. Shri. K.V. Nadkarny.

PANAJI, DATED: 19/03/2025.

AWARD

1. In Exercise of the powers conferred by Clause (c) of sub section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 11/07/2018, bearing No. 28/19/2018-LAB/445 referred the following dispute for adjudication to this Labour Court-II of Goa, Panaji - Goa.

"(1) Whether the action of the Management of M/s. Chowgule Industries Private Limited, Opp. Damodar Temple, Fatorda, Salcete, Goa, in terminating the services of Shri. Tushar Borkar, Technician, and Shri Suraj Naik, Technician, with effect from 16/12/2016, is legal and justified?

(2) If not, what relief the workmen are entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/14/2018 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workmen'), filed his Statement of Claim on 14/08/2018 at Exb-4. The facts of the case in brief as pleaded by the Workmen that the Workman Mr. Tushar Borkar was initially

employed as a "Trainee Technician" in the year, 2011 and subsequently as "Technician". They stated that he was continuously working for the Employer/Party-II (for Short Employer). They stated that the said letter dated 21/04/2014 issued to Shri Tushar Borkar stated that he was to be on probation for six months. They stated that the said period of probation was extended till 30/04/2015 by the Employer's letter dated 22/12/2014. They stated that the said Mr. Tushar Borkar was worked with the Employer even after April, 2015 till his illegal termination and his probation period was not extended further by any order or letter. They stated that the work of Mr. Borkar was always satisfactory and the Employer never complained about his work or performance. They stated that the Workman Mr. Borkar had completed three months of probation in accordance with the Model Standing Order under the Industrial Employment (Standing Orders) Act, 1946 and therefore was a permanent Workman.

3. They stated that the Workman Shri Suraj Naik was appointed as "Trainee Technician" w.e.f. 01/01/2013. They stated that the said Workman Shri Suraj Naik was subsequently appointed as "Technician". They stated that he has worked beyond his period of probation. They stated that the Employer has not extended the probation period of Shri Suraj Naik but had continued to take work from him. They stated that the work of Mr. Suraj Naik was always satisfactory and the Employer never complained about his work or performance. They stated that the Workman Shri Suraj Naik had completed three months of probation in accordance with the Modal Standing Order under the Industrial Employment (Standing Orders) Act, 1946 and therefore he was a permanent Workman. They stated that the Employer did not like the unionization of their Workmen under the Gomantak Mazdoor Sangh. They stated that the Employer has constantly troubled and harassed them who are the members of the said union. They stated that both the Workmen in the present reference have been targeted and victimized as they are members of Gomantak Mazdoor Sangh. They stated that the Employer did not like as the said sangh espoused the cause of the workmen by demanding better wages and service conditions. They stated that the letter pertaining to the 'Charter of Demand' for the period from 2008 to 2012 was pending before the Hon'ble Industrial Tribunal between the Employer and its Workmen bearing reference No.29/2009 and the Hon'ble Tribunal passed its Award dated 13/07/2015. They stated that the said Award was challenged by the Employer before the Hon'ble High Court under Writ Petition No.739/2015 which writ petition was dismissed by the Hon'ble High Court thereby upholding the Award passed by the Hon'ble Industrial Tribunal. They stated that thereafter the Employer filed a Special Leave Petition (c) bearing No.8329 of 2016 before the Hon'ble Supreme Court of India. They stated that the Hon'ble Supreme Court of India, by its order dated 29/04/2016, was pleased to dismiss the said Special Leave Petition. They stated that thereafter the Workmen requested the Employer to implement the Award dated 13/07/2015. They stated that however, the management of the Employer did not implement the said award and the workmen were therefore constrained to file a claim u/s 33 C (1) of the I. D. Act, 1947. They stated that pursuant to the claim filed by the workmen, the Hon'ble Tribunal had issued a show cause notice dated 16/11/2016 to the Employer for non-implementation of the Award dated 13/07/2015.

4. They stated that the Charter of Demands with respect to which the Award dated 13/07/2015 was passed and expired on 30/06/2012. They stated that therefore a new Charter of Demands was submitted for the period of four years. However, the same was not resolved by the Management of the Employer. They stated that therefore in the General Body Meeting of the Union held on 04/11/2016 the workmen of the Employer unanimously decided to observe a strike against the non-implementation of the award dated 13/07/2015 and the non-settlement of the new Charter of Demands. They stated that the said strike was to be observed on 21/11/2016. They stated that on receipt of the notice of strike, the management of the Employer started harassing and threatening the workers especially the active members of the Union. They stated that the action against the workmen in reference were in response to the legitimate union activities. They stated that vide letter dated 16/12/2016 both the workmen under reference were terminated from service. They stated that on receipt of the discharge letters dated 16/12/2016, both the workmen submitted their detailed replies vide letters dated 17/12/2016. They submitted that as the workmen have joined the union and requested the management to implement the Award dated 13/07/2015, they were illegally discharged from the services. They submitted that before discharging these workmen of their services, the Employer did not file any approval application as required u/s 33 of the I. D. Act, 1947.

5. They submitted that before discharging the services of the workmen, the management of the Employer has not conducted any inquiry and the principles of natural justice were not followed. They submitted that the letters of discharge are illegal, unjustified and bad-in-law as the same were issued without complying with the principles of natural justice. They submitted that the impugned orders of discharge are not issued by the appointing authority and hence the same are illegal, unjustified and bad in law. They submitted that

before the termination of services of the workmen under reference, the management has not complied with section 25F, 25H and 25G of the I.D. Act, 1947. They submitted that the Employer has violated the provisions of law imposed and hence the termination is illegal, unjustified and bad-in-law. They submitted that the management has not issued any charge-sheets to both the Workmen and conducting inquiry against them. They submitted that the Employer is employing more than 100 workers working in the said factory and hence Chapter VB of the I. D. Act, 1947 is applicable to the Employer. They submitted that before their termination, the management has not obtained the permission for retrenchment as required under section 25N of the I.D. Act, 1947. They submitted that at the time of their termination no notice pay retrenchment compensation were paid or offered to these Workmen and hence the termination is illegal, unjustified and bad in law. They submitted that the act of the Employer in discharging the services of these Workmen amounts to unfair labour practice (Schedule- V, item No.4 (b) and (f) of the I. D. Act, 1947) in as much as the said discharge has been effected malafidely to penalize the Workmen for participating in legitimate trade union activities. They stated that both the Workmen in the reference are currently unemployed since their illegal termination and have not been able to find any suitable job yet despite their efforts. The workmen therefore prayed that this Hon'ble Tribunal be pleased to declare that the termination of the Workmen concerned in the reference is illegal, improper, unjustified and set it aside and direct the Employer to reinstate both the Workmen with full back wages and continuity of services with consequential benefits.

6. The Employer controverted the aforesaid claim of the workmen by filing its written statement on 03/10/2018 at exb.6. The Employer, as and by way of his reply submitted that the reference is misconceived, frivolous, ill-founded and contrary to facts and therefore this Hon'ble Tribunal have no jurisdiction to entertain and determine the same as both the Workmen during the material time were admittedly employed with and were working as 'Trainee Technician' on Probation and therefore both of them cannot be said to be a Workman during the meaning of section 2(s) of the I.D. Act, 1947, that both the workmen were not working as a 'Trainee Technician' on Probation and therefore had no lien of employment and therefore the act of discharging a Probationer Trainee does not constitute any industrial dispute. The Employer submitted that the reference is not maintainable at law for want of any cause of action as alleged, that the reference is bad for Re-joinder of parties and two different individuals are included herein, that the statement of Claim is too vague, ambiguous, clumsy and devoid of any material facts and therefore no consistent with the provisions of sub-regulation(2) of Regulation 100 of the Industrial Court Regulations 1975, that statement of claim also suffers from the Rule of suppressioveri and suggestion falsi in as much as the Workmen herein has suppressed all the material facts and circumstances relating to the alleged cause of action with ulterior motives of snatching away reliefs from this Hon'ble Tribunal and therefore the Workmen cannot be said to have approached this Hon'ble Tribunal with clean hands, that the Workmen has utterly failed to make out any case in support of the alleged cause of action and no any case exists or at all. Without prejudice to the foregoing averments and the contentions made and the grounds urged, in the alternative as the Workmen services as a 'Trainee' was dispensed with each of them services were found unsuitable the Employer therefore submitted that the services of the Workmen ought not to be foisted upon the Employer for any reason whatsoever. The Employer submitted that the reference made by the Government for adjudication of the present dispute to this Hon'ble Labour Court is bad in law for non-application of mind and as such the said is not maintainable, that the reference suffers from non-application of mind as the services of the individual Workmen are not in terminated but the Workmen has been discharges from the services of the company, that the union Gomantak Mazdoor Sangh has no Locus Standi to raise the present dispute as there is hardly any membership from amongst the Workmen employed in the establishment of the Employer and therefore majority of the Workman as a class have no substantial or direct and substantial interest in the dispute referred to this Hon'ble Tribunal and that the union in the present reference has no authority or right to raise the present dispute relating to the discharge of the individual Workman as the Union constitution has no such provision empowering the Union authority to do so.

7. The Employer stated that it is engaged in the business of dealership for Maruti Vehicles and it is having its registered office at Goa. The Employer stated that for effective service with the Customers of the said Vehicles, it has its Showrooms/Sales Services situated at Panaji, Goa. The Employer stated that there are 471 Technician's situated at various service stations at Goa. The Employer stated that the Workman Shri Tushar Borkar was appointed on probation w.e.f 01/04/2014 and his said period of Probation was extended on his requests from 01/10/2014 to 30/04/2015. The Employer stated that his last place of working was Fatorda. The Employer stated that similarly the Workman Shri Suraj Naik was engaged by

the employer on 11/01/2013 as a 'Trainee Technician' for initial period of six months. The Employer stated that the said period of employment as a "Trainee Technician" was extended from 01/07/2013 to 31/12/2013. The Employer stated that thereafter the said Suraj Naik was taken on probation w.e.f. 01/04/2015 as a "Technician" and extended from time to time. The Employer stated that it is clear that both the Workmen were last working as a Trainee on probation. The Employer stated that on personal requests and on humanitarian grounds, the services of both the Workmen were extended from time to time. The Employer stated that this act shown their bonafides that even they desired that both the Workmen should improvise on his performances to enable them to confirm him in employment but unfortunately did not. The Employer stated that despite giving them sufficient opportunities, both the Workmen were not found suitable for being made permanent in services. The Employer stated that they being engaged in service oriented business could not take a risk of continuing such non -suitable persons putting in Jeopardy the customer's vehicles and its reputation in the competitive market. The Employer stated that time and again the seniors of both the Workmen spoke to them individually and appraised each of them of their poor performances and a decision on basis of his performances was being postponed from time to time. The Employer stated that even after giving them numerous opportunities both the Workmen did not improve upon their performances and both the Workmen lacked in commitment and initiative and their work culture were bad. The Employer stated that their performances level were very low and were not in good relations even with their colleagues. The Employer stated that they were warned from time to time but neither of them made any attempt to improve their own behaviour. The Employer stated that they also informed them individually in person through the senior personnel about their inability to confirm in services. The Employer stated that they had no other alternative and the cumulative effect in this regard regarding their individual performances culminated in them taking a conscious decision not to confirm either of them in services.

8. The Employer stated that both the Workmen Shri Tushar Borkar and Shri Suraj Naik were handed over a letter dated 16/12/2016 informing them that after scrutinizing their work, conduct and performances, the same were not found satisfactory. The Employer stated that hence the management in accordance with clause 28 of his appointment letter had decided to discharge them from services. The Employer stated that the said discharge letter was received by Mr. Borkar without any protest whatsoever. The Employer stated that Mr. Naik refused to accept the said letter when sought to handed over to him in presence of two witnesses. The Employer stated that the necessary endorsement was made and the said letter alongwith 45 days salary as compensation was sent to his last known address. The Employer stated that admittedly both the Workmen were on probation and were undergoing training in such trade or occupation as was prescribed. The Employer stated that it is pertinent to note that Trainee is akin or similar to a learner and who may or may not be paid an allowance during the period of his training. The employer stated that the trainee is imparted to a person designated as a trainee as in the present case. The Employer stated that the said trainee has no lien on employment and therefore trainee has been held to be not a workman under the I. D. Act, 1947. The Employer stated that as both the Workmen were not found suitable to be absorbed in permanent employment, their services were discharged. The Employer denied the overall case as pleaded by the Workmen and prayed for dismissal of the present referral.

9. Thereafter, the workmen filed their re-joinder on 22/10/2018 at exb.7.

   The workmen, as and by way of his re-joinder, confirms and reiterates all their submissions, averments and statements made in their Claim Statement to be true and correct and denies all the statements, averments and submissions made by the Employer in its Written Statement, which are contrary to their Statement and averments made in their Claim Statement.

10. Based on the pleadings filed by both the parties this Hon'ble Court was pleased to frame the following issues on 16/01/2019 at Exb.9. The said issues have been updated pursuant to the amendment of the written statement by the Employer.

    1. *Whether the Workman/Party I proves that the action of the Employer in terminating his services with effect from 16/12/2016 is illegal and unjustified?*

       1A. Whether the Workman/Party I proves that it has locus standi to raise the present dispute?

    2. *Whether the Workman/Party I proves that the action of the Employer in terminating the services of the workman by way of discharge amounts to an unfair labour practice as defined in Schedule V of the I. D. Act, 1947?*

3. *Whether the Employer/Party II proves that the present reference is not maintainable in view of the reasons mentioned in para 1(a) to 1(i) of its written statement?*
4. *Whether the Workman/Party-I is entitled to any relief?*
5. *What order? What award?*

11. My answers to the aforesaid issues are as under :

(a)	Issue No. 1	:	In the Affirmative
(b)	Issue No. 1A	:	In the Affirmative
(c)	Issue No. 2	:	In the Affirmative
(d)	Issue No. 3	:	In the Negative
(e)	Issue No. 4 & 5	:	As per final order.

I have heard the oral arguments of Ld. Rep. Shri P. Gaonkar appearing for the Party-I as well as Ld. Rep. Shri K. V. Nadkarny representing the Employer. Both the representatives also filed the synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the written synopsis filed on the behalf of both the parties. I have carefully considered the submissions advanced before me and is of the opinion as under.

REASONS:

12. Issue No.1A:

I am deciding the issue No. 1A first prior to the Issue No. 1 as the said issue No. 1A goes to the very root jurisdiction of this Hon'ble Court.

The Employer, by its amended pleading, challenged the locus standi of the Gomantak Mazdoor Sangh Union. The burden to prove the issue No.1A is therefore cast on the Party-I.

13. Ld. Rep. Shri P. Gaonkar appearing for the Party-I submitted that in view of the section 2A, of the I.D. Act, 1947 the union has every right to espouse the cause of termination of services of the Party-I and relied upon a judgment of Hon'ble High Court of Bombay in the case of **ANZ Grindlays Bank V/s. General Secretary, Grindlays Bank Employees Union reported in 2001(3) MHLJ 422.** Per contra, Ld. Rep. Shri K. V. Nadkarny representing the Employer submitted that the Union Gomantak Mazdoor Sangh has no locus standi to raise the present dispute as there is hardly any membership from amongst the workmen employed in its establishment and that majority of the workmen as a clerk have no substantial or direct and substantial interest in the dispute referred to this Hon'ble Tribunal. He also submitted that the union has no authority or right to raise the present dispute relating to the discharge of individual Workman as the union constitution has no provision empowering the union authority to do.

14. **In the case of ANZ Grindlays Bank (Supra) the Hon'ble High Court of Bombay,** in para 3 held as under:

3. *"…… The Union is a complete shelter and home for retreat for every workman as and when he finds himself in difficulty. Very often the employees or workmen do not become members of any Union for their own reasons selfish or otherwise. It is possible that the present workman being only a temporary workman preferred to remain away from the Union but when he found himself in difficulty he knocked the doors of the Union which rightly gave shelter to him and responded to his call for help. The Union did not, rightly, adopt a narrow and sectarian attitude of not helping him on the ground that he was not the Union-member. The Union has rightly extended its help and has espoused his cause for justice. There is no bar or prohibition for the respondent Union functioning in the petitioners Company, or for that matter for any union functioning in any undertaking to espouse cause of any workman who might not have been enrolled as member in the past. The Membership of a Union is not a condition precedent to espouse an industrial dispute of a workman. The Union can espouse cause of even a non member, who approaches them for help. The Union must represent a case of workmen or employees like a representative Union under the Bombay Industrial Relations Act, 1946, Whether they are members or not. It is always in the interest of Industrial relations that even an individual workman or an employee is represented by a Union and that the cause is espoused by the Union and if the Union acts in the interest of the workmen. Section*

2-A was introduced by the Legislature when it was found that some of the Unions did not espouse the cause of individuals and therefore such individuals were left in lurch as their cause was not espoused by the Union, and therefore, grave prejudice and injustice was done to individual workman. This amendment became necessary to meet the tyranny of some trade unions, which discarded the individual workman. In such circumstances a case of an individual workman was treated as an industrial dispute by section 2-A. It therefore does not mean that it was not capable of being espoused by the Respondent Union and that the Respondent Union could not espouse an industrial dispute being an individual dispute under section 2-A of the Act. There was nothing wrong if the Respondent Union had espoused the industrial dispute under section 2-A of the Act and the Secretary of the Union had filed a statement of claim on behalf of such individual workman. Mrs. Mhatre did not point out any decision or authority to show that a Union cannot espouse or appear in an cause of individual workman, whose dispute has been referred under section 2-A of the Act as an individual dispute which is deemed to be an industrial and that the Union can espouse the cause of its members only and that it cannot espouse the cause of a non member."

15. The principle laid down by the Hon'ble High Court in its aforesaid judgment is well established and also applicable to the case in hand. In the case in hand, the evidence on record indicates that the workers of the Employer has been given the authority to espouse the cause of termination of services of the Workman under reference. Even otherwise, the union has authority to raise the dispute of its member u/s 2-A of the I.D. Act, 1947. Hence it is held that the Party-I proves that it has every right and authority to espouse the cause of termination of services of the Workman under reference. The issue No.1A is therefore answered in the Affirmative.

16. **Issue No.1:**

Shri Sujay Rao, the sole witness of the Employer admitted that the Employer is governed by the Model Standing Order Act. As per the Model Standing Order Act, a permanent Workman is defined as a "permanent" workman is a workman who has been engaged on a permanent basis and includes any person who has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial establishment including breaks due to sickness, accident, leave, lockout, strike (not being an illegal strike) or involuntary closure of the establishment. Similarly, a probationer is defined as a "probationer" is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months service therein. If a permanent employee is employed as a probationer in a new post he may, at any time during the probationary period of three months, be reverted to his previous permanent post.

Indisputably, the Party-I Shri Tushar Borkar and Shri Suraj Naik were appointed as a 'Trainee Technician" by the Employer since the year February, 2011 and w.e.f 11/01/2013 respectively. The Party –I were subsequently appointed on probation w.e.f. 21/04/2014 and dt.17/01/2013 respectively. The services of both the workmen were continuously working with the Employer from the date of their appointment as "Trainee Technician" till their services allegedly discharge vide two separate letters dt.16/12/2016. Thus, both the workmen Shri Tushar Borkar and Shri Suraj Naik were the permanent workmen of the Employer.

17. Ld. Rep. Shri P. Gaonkar appearing for the Workman during the course of his oral arguments submitted that the Employer is governed by the Industrial Employment (Standing Orders) Act, 1946. He submitted that the Workmen under reference were permanent worker and the alleged discharged letter issued to them is illegal, malafide, bad-in-law and in violation of section 25F, 25G and 25H as well as 25N of the I.D. Act, 1947 and relied upon the following two judgments one in the case of Catholic Urban Co-operative Credit Society Ltd. Vs. Mr. Bawatis Salu Malaties Reptd. in AIR online 2020 BOM2480 of Hon'ble High Court of Bombay as well as in the case of V. P. Ahuja Vs. State of Punjab and Ors. Reptd. in 2000LLR 473 of Hon'ble Supreme Court of India.

18. **In the case of Catholic Urban Co-operative Credit Society Ltd. (Supra) the Hon'ble High Court of Bombay** in para 5 of its judgment held as under:

"5……. The court observed that it was well settled that the very object of probation was to enable the management to assess the suitability of the employee during the probationary period; if the management came to the conclusion that the employee was not suitable for the establishment, it might well be possible for it to extend the probationary period, but once the management came to the conclusions that a particular employee was not suitable. It would be unjust to saddle it with dead wood. These observations have no place in the present case. Unlike in the case before 1 2008(4) Bom C.R. 839 sat wp 12715-2019.doc the court in Hindustan Computers Ltd., the facts of our case indicate that the services of the

second party employee were extended (purportedly by extending the probation period) not just once but on three separate occasions. In none of the extensions is there any reference, as we have noted above, to unsatisfactory service on the part of the employee and this in the face of a standing order which provided for probationary period of a mere three months. As our Court held in Wika Instruments India Pvt. Ltd. vs. Swati U. Nowgaonkar2, wherever Standing Orders provide for a period of probation (3 months in that case, as in the present case, under Clause 4-A of Maharashtra Standing Order Rules), the employer cannot override it by conditions of service; he could only resort to Section 5 of Industrial Employment (Standing Orders) Act, 1946. If that is so, surely the court has come to a reasonable and fair conclusion concerning the services of the second party employee. The court has rightly come to the conclusion that in the present case the services were continued beyond probation and the employee must be treated as having been appointed on a permanent post in the employment of the establishment. The court has also rightly come to the conclusion that even if the termination were to be treated as retrenchment, it was bad in law for non-compliance with the provisions of Section 25-F of the Act".

19. **In the case of V. P. Ahuja (Supra), the Hon'ble Apex Court** in para 7 of its judgment held as under:

"7……. A probationer, like a temporary servant, is also entitled to certain protection and his services cannot be terminated arbitrarily, nor can those services be terminated in a punitive manner without complying with the principles of natural justice".

20. The Principle laid down by the Hon'ble High Court of Bombay as well as Hon'ble Apex Court in its aforesaid respective cases is well established and also applicable to the case in hand. In the case in hand the Workman Shri Tushar Borkar as well as Shri Suraj Naik were appointed as Trainee Technician w.e.f. February, 2011 and w.e.f 11/01/2013 respectively. The Party –I were subsequently appointed on probation w.e.f. 21/04/2014 and dt.17/01/2013 respectively. The services of both the workmen were continuously working with the Employer from the date of their appointment as "Trainee Technician" till their services allegedly discharge vide two separate letters dt.16/12/2016. Admittedly, the services of both the workmen their terminated on the alleged ground of discharge and without issuing any charge-sheet nor holding any inquiry thereby violating the principles of natural justice. The aforesaid action of the Employer is in terminating the services of the workmen amounts to illegal retrenchment as the Party-I were not paid retrenchment compensation, one month notice or one month's pay in lieu of notice etc. as mandatorily required u/s 25F of the I. D. Act, 1947. The Employer also did not obtain the permissions for retrenchment of the workmen under reference u/s 25N of the I.D. Act as the Employer was having more than 200 workers on its roll. There is nothing on record that the performance of the party-I Workman in the extension order issued to them. Even otherwise the Workmen was appointed by the Managing Director and the letter of discharge was signed by the Vice-President of the Employer. The said letter of discharge does not indicates that the said Vice-President of the Employer was given the authority to discharge the services of the Party-I. Thus, the action of the Employer in terminating the services of both the Workmen is illegal, unjustified and bad-in-law. Hence, it is held that the action of the management of the Employer is illegal and unjustified. The issue no.1 is therefore, answered in the affirmative.

21. **Issue No. 2:**

The Party-I, in his claim statement, stated that his services has been terminated without obtaining any permission or filed any approval application as required u/s 33 of the I. D. Act, 1947. It is therefore necessary to refer section 33 of the I.D. Act, 1947.

Section 33. Conditions of service etc. to remain unchanged under certain circumstances during pendency of proceedings.

Section 33 (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute (or where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman).

(a) Alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or

(b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

(3) …….

(4) …….

(5) Where an employer makes an application to a conciliation officer, Board, Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass, (within a period of three months from the date of receipt of such application), such order in relation thereto as it deems fit:)

(Provide that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit:

Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed).

Thus the provision of section 33 (2) is unambitious and clear.

22. Ld. Rep. Shri P. Gaonkar appearing for the Workman submitted that the Employer has not obtained permission nor filed any approval application before the Hon'ble Industrial Tribunal and relied upon a judgment of the **Hon'ble Apex Court of Jaipur Zilla Sahakari Bhoomi Vikas Bank V/s. Ram Gopal Sharma and Ors. reported in AIR 2002 SC 643.**

23. In the case of **Jaipur Zilla Sahakari Bhoomi Vikas Bank (Supra) the Hon'ble Apex Court** held as under:

"Where an application is made under Section 33(2) (b) proviso, the authority before which the proceeding is pending for approval of the action taken by the employer has to examine whether the order of dismissal or discharge is bona fide; whether it was by way of victimization or unfair labour practice; whether the conditions contained in the proviso were complied with or not, etc. If the authority refuses to grant approval obviously it follows that the employee continues to be in service as if order of discharge or dismissal never had been passed. The order of dismissal or discharge passed invoking Section 33(2)(b) dismissing or discharging an employee brings an end of relationship of employer and employee from the date of his dismissal or discharge but that order remains incomplete and remains inchoate as it is subject to approval of the authority under the said provision. In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employee, as it will have to be deemed that the order of discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available……."

24. The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand. In the case in hand, though the Party-I was designated and working as "Trainee Technician", he was paid monthly wages. He was confirmed employee and the Employer. The evidence on record indicates that the case pertains to the Charter of Demand was pending before the Hon'ble Industrial Tribunal, the services of the Party-I were terminated vide letter dt. 17/12/2016 without obtaining permission or filing an application for approval before the Hon'ble Industrial Tribunal. Hence, the termination of services of the Party-I is illegal and unjustified. Hence it is held that the Party-I proved that the action of the Employer in

terminating the services of the Party-I is in contravention of section 33 of the I.D. Act, 1947. The issue No.2 is therefore answered in the Affirmative.

25. **Issue No. 3:**

The Employer, as and by way of its written statement filed its present proceedings, submitted that the Party-I was working as a Technician on probation and therefore cannot be said to be a "Workman" within the meaning of definition of "Workman" under provision of 2(s) of the I.D. Act, that Party-I has no lien of employment and therefore the act of discharging a probationer does not constitute any Industrial Dispute, that in any event there is no any vacancy for Party-I, the reference is not maintainable at law for want of any further action as alleged or at all, that the statement of claim is too vague, ambitious, clumsy, and devoid of any material facts and therefore not consistent with the provisions of sub regulation (2) of regulations 100 of Industrial Court Regulation 1975, that the statement of claim also suffers from rules of supressio very and suggestion falsi, in as much as, the Party-I herein has suppressed all the material facts and circumstances relating to the alleged cause of action with ulterior motives of snatching away reliefs from the Hon'ble Tribunal and therefore, the Party-I cannot be said to have approached this Hon'ble Tribunal with clean hands, that the Party-I has utterly failed to make out any case in support of the alleged cause of action and no any case exists or at all, that without prejudice to the foregoing averments and contentions made and the grounds urged, in the alternative as the Party-I's services as a 'Trainee' was dispensed with as his services were found unsuitable, the first party, therefore, submits that the services of the Workman ought not be foisted upon the Employer for any reason whatsoever, that on many other grounds and for manifold other reasons also, the pending reference ought to be dismissed in limine with cost. The burden was cast on the Employer.

26. As explained herein above, the Party-I Shri Tushar Borkar and Shri Suraj Naik were appointed on February 2011 and w.e.f. 11/1/2013 respectively as a Trainee Technician and for a training period of six months from the date of engagement and his training engagement as a trainee will automatically stands terminated at the end of the period without any further notice or action from the Employer. The appointment letter that the training period can be extended by a period of three/six months if necessary and that the services of a training can be terminated at any time without any notice or assigning any reasons. Further, as per the said letter of appointment there been stated that the Party-I is liable to transferred from one branch to another branch, from one shift to another, from one company to another in any company or group company located in India and he is expected to such other work which may be assigned to him from time to time. It is also stated in the appointment letter that the said letters of engagement will deemed to his engagement as a trainee and no fresh letter or letter of appointment will be given to him. The said letters of appointment as "Trainee Technician" have been signed by Padma V. Chowgule, Managing Director of the Employer. Thus, the letter of appointment does not shown that the Party-I were working as a technician under probation but the Party-I were as permanent workmen of the Employer.

The duties and responsibilities held by both the workmen appears to be skilled employee and as such the Party-I is the "Workman" within the meaning of provisions of section 2(s) of the I.D. Act, 1947. Thus, I do not find any merits in the aforesaid submissions of the Employer and as such the reference issued by the Government of Goa, is valid and justified. Hence, it is held that the Employer failed to prove that the present reference is not maintainable in view of the reasons mention in para 1(a) to 1(l) of its written statement. The issue No.3 is therefore answered in the Negative.

27. **Issue No.4:**

While deciding the issue No.1 hereinabove, I have discussed and come to the conclusion that the action of the Employer in terminating the services of the Workman w.e.f. 17/12/2016 is illegal and unjustified. Similarly, while deciding the issue No.2 hereinabove, I have discussed and come to the conclusion that the action of the Employer is in terminating the services of the Workmen is in contravention of section 33 of the I.D. Act, 1947.

28. Ld. Rep. Shri P. Gaonkar appearing for the Workmen submitted that the Workmen is unemployed from the date of his termination and as such he is entitled for reinstatement in services alongwith full back wages and consequential benefits thereof and relied upon a judgment of Hon'ble Apex Court.

29. In the case of **Deepali Gundu Surwase v/s. Kranti Junior Vidhyalaya, reported in (2013) 10 SCC 324**, in para 22 of its judgment held as under:

"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the Employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These suffering continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or court that the action taken by the Employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back wages. If the Employer wants to deny back wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back wages to an employee, who has suffered due to an illegal act of the Employer would amount to indirectly punishing the concerned employee and rewarding the Employer by relieving him of the obligation to pay back wages including the emoluments."

30. In the case of **Abhay S. Oka & Rajesh Bindal, J.J. Ramesh Chand v/s. Management of Delhi Transport Corporation, reported in (2024) ALL SCR 636**, of Supreme Court in para 9 of its judgment held as under:

"9. The law is very well settled. Even if Court passes an order of reinstatement in service, an order of payment of back wages is not automatic. It all depends on the facts and circumstances of the case. It is true that affidavit filed by the appellant on 18th July 2008 before the Labour Court making a categorical statement on oath that he was not employed from the date of termination was withdrawn and in the fresh affidavit filed by way of evidence, such a specific contention was not raised. But there are two factors in favour of the appellant. In the statement of claim, it is specifically asserted that till August1997 when the statement of claim was filed, the appellant found it difficult to get employment and in fact he was unemployed. The second aspect is that there is a cross-examination, the appellant denied that he had a sufficient source of income to look after his family. However, considering the conduct of the appellant of withdrawing the affidavit filed earlier and not raising the contention of unemployment in the fresh affidavit, the appellant cannot be granted the benefit of back wages for the entire period from the date of termination till reinstatement. It is not possible to accept that for the entire period of thirteen years, the appellant had no source of income. However, the respondent has not come out with the case that from the date of his removal from service, the appellant had another source of income. Thus, the appellant discharged the burden on him by establishing that he was unemployed at least till August 1997. From the chart submitted on record by the learned counsel appearing from the respondent. We find that the gross salary of the appellant on the date of reinstatement was Rs.18,830/-. On the date of removal, his salary was approximately Rs.4,000/- per month.

"10. We are of the view that considering the facts of the case, it will be appropriate if a sum of Rs.3 lakhs is ordered to be paid to the appellant in lieu of back wages. To that extent, the appeal must succeed".

31. In the case of **Karnataka State Road Transport Corporation & Ors. V/s. B. H. Huchappa, reported in 2023 I CLR 51**, of Supreme Court of India, of its judgment held as under:

"Having heard learned Counsel for the parties and taking into consideration the material on record and the fact, in particular, in reference to which limited notice was issued by this Court, we consider it appropriate to observe that let the amount of gratuity, which has been withheld by the Corporation, shall be made over to the respondent/workman with interest at the rate of 9% per annum until actual payment. At the same time, so far as the back wages from the year 2005-2010 are concerned, for which the respondent/workman is entitled for, we consider it appropriate to observe that let Rs. 2,50,000/- towards compensation in lieu of back wages be paid to the respondent/workman within a period of four weeks, failing which the amount of compensation shall carry interest at the rate of 9% till actual payment".

32. In the case of **State of Haryana & Ors. v/s. Roshni Devi, reported in 2023 I CLR 8**, of Supreme Court of India, of its judgment held as under:

"It is not disputed before us that the respondent was engaged as a part-time sweeper on February, 1988 in the office of the Labour Inspector, Kurukshetra. She was engaged for only one hour per day on working days at the rate of Rs.50/- per month. No appointment letter was issued to her. In pursuance to the instructions issud by the Chief Secretary to Government of Haryana vide policy Circulates dated 1.2.1999 and dated 17.10.2002, a decision was taken on 1.1.2004 by the Labour Department that anxiliary services like security, sweeping/clearing etc. be engaged through contractors and the cadre of these posts may be considered as diminishing cadre with the regular post being abolished. Consequent to the policy decision dated 1.1.2004, one Smt. Surinder Kaur stated to have been posted as sweeper on a regular basis was transferred in the office of the appellant(s) and the services of the respondent was dispensed with. It is not disputed before us that there were practically 3 rounds of litigation. The first was to recover the same pay benefits which were actually paid and that chapter was closed. The second was CWP No.7062/2008 which has been discussed by us aforesaid along with prayers seeking regularization and reinstatement, which resulted in dismissal of the writ petition. It is in the third endeavor whereby the Labour Department declined to refer the matter to Labour Court, an order was passed by the High Court which resulted in reference. Learned counsel for the appellants has rightly contended that this matter could not have been re-agitated after the aforesaid writ petition was declined by the High Court and when the matter stood finally concluded against the respondent. In view of the above, we have to hesitation in setting aside the award of the Labour Court dated 14.1.2014, order of the learned Single Judge dated 18.3.2016 and impugned judgment/order dated 21.1.2019/17.5.2019. We however, feel that the respondent having worked for 18 long years albeit on a part-time basis with the Labour Department and the Labour Department having taken services for such a long time, she must be granted reasonable compensation. Despite some legal impediments in the way of the respondent, she cannot be left high and dry. It is in the given peculiar facts and circumstances that we consider it appropriate to grant a lump-sum compensation to the respondent which is quantified as Rs.2 lakh to be paid to the respondent by the appellants within a period of two months from today".

33. In the case of **Executive Engineer, Public Health Engineering Department v/s. Santosh Nath, reported in 2021 III CLR 903**, **of High Court of Rajasthan,** of its judgment held as under:

15. "Considering the facts and circumstances of the present case and in view of the judgments passed by the Hon'ble Supreme Court in the matter of Krishna Bhagya Jal Nigam Ltd., and Haryana State F.C.C.W. Store Ltd., (both supra) and also the judgment passed by the Division Bench of this Court in the matter of Deputy Conservator of Forests & Anr. (supra), I am of the view that the finding of fact recorded by the Tribunal does not require any interference by this Court. However, considering that the reinstatement is not automatic, I deem it just and proper to award compensation of Rs. 2,50,000/- to the workman in lieu of reinstatement".

34. In the case of **Management of Regional Chief Engineer P.H.E.D. Ranchi v/s. their Workmen represented by District Secretary, reported in 2018 III CLR 679**, **of Supreme Court of India**, of its judgment held as under:

18. "We cannot, therefore, concur with such direction of the Courts below awarding full back wages to the workman which, in our opinion, has certainly caused prejudice to the appellant (employer)".

19. "However, having regard to the facts and circumstances of the case, we consider it just and proper and in the interest of justice to award to these 37 workmen 50% of the total back wages".

35. The principle laid down by the Hon'ble Apex Court is well established and also applicable to the case in hand. The Workmen under reference as stated in their statement of claim as well as stated in his affidavit of evidence that they are unemployed from the date of their termination of services.

In the cross examination of the Workman Shri Tushar Borkar deposed that he owns private car Omni and he used to the said car on hire basis only when somebody approached him for the same purpose. He deposed that he made efforts to get alternate employment in the company, a dealer of Maruti Renault Company and Mahindra Company. He admits that unless and until somebody put an application in writing a job no job is made available. He deposed that he is earning Rs.8,000/- per month since a last three months. He deposed that he is a probationer perfect driver. He deposed that till date he has not applied for job as driver in any of the company.

36. In the cross examination of the Workman Shri Suraj Naik, he has not disclosed as to how he is living his life and that he has not produced on record any application made for alternate employment. In the circumstances, both the workmen would be entitled to lumpsum compensation. The workmen have besides being kept out of wages have also not been able to access benefits of social security. One of them has taken to self employment whilst the other has not produced any material that he has made any attempt to secure employment. In view of the circumstances, It is my considered opinion that the lumpsum compensation of Rs. 6,00,000/- (Six Lakhs Only) each be paid to both the workmen. Viz Tushar Borkar & Suraj Naik.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Management of M/s. Chowgule Industries Private Limited, Opposite Damodar Temple, Fatorda, Margao, Goa, in terminating the services of its workmen Shri. Tushar Borkar, Technician and Shri Suraj Naik, Technician, with effect from 16/12/2016, is illegal and unjustified.

2. It is held that the Management of M/s. Chowgule Industries Private Limited, Opposite Damodar Temple, Fatorda, Margao, Goa, is directed to pay both the workmen Shri Turshar Borkar, and Shri Suraj Naik, both Technicians, a lumpsum compensation of Rs. 6,00,000/- (Six Lakhs Only) each. No interest would be attracted to the said lumpsum compensation if the same is paid within 60 days.

3. No order as to costs.

4. Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Notification

28/02/2025-LAB/281 Date: 24-Apr-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 11/04/2025 in Case Ref. No. IT/29/1991 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/29/1991

Workmen Rep. by ACGL Workers' Union,
Honda, Sattari-Goa ..... Workmen/Party-I.

V/s

M/s. Automobile Corporation of Goa Ltd.,
Honda, Sattari-Goa. ..... Employer/Party-II.

Workmen/Party I represented by Learned Advocate Shri Akshay Shirodkar.

Employer/Party II represented by Learned Advocate Shri M. S. Bandodkar.

AWARD

(Delivered on this the 11th Day of the Month of April of the Year 2025)

By Order dated 28.06.1991, bearing No. 28/38/87-LAB, the Government of Goa in exercise of its powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), referred the existing dispute between M/s Automobile Corporation of Goa Ltd. and their Workmen represented by ACGL Workers' Union, for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act. The Schedule of reference is as under:

SCHEDULE

(1) Whether the action of the management of M/s Automobile Corporation of Goa Ltd., in terminating the services of the following workmen with effect from 21/01/86 is legal and justified?

(1) Mr. S. N. Vengurlekar

(2) Mr. V. A. Gawas

(3) Mr. O. A. Barve

(4) Mr. P. J. Naik

(5) Mr. Anthony Monteiro

(6) Mr. D. S. Parsekar

(7) Mr. Marshall Fernandes

(8) Mr. Arvind A. Prabhudesai

(9) Mr. G. G. Gawas

(10) Mr. R. W. Naik

(11) Mr. D. V. Naik

(12) Mr. S. V. Desai

(13) Mr. B. A. Massordekar

(14) Mr. B. M. Desai

(15) Mr. D. L. Gaonkar

(16) Mr. Pradeep Dhargalkar

(2) *If not, to what relief the workmen are entitled?"*

2. Upon receipt of the reference, it was registered as IT/29/1991 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed their Statement of Claim at Exhibit 4.

3. In their Statement of Claim, Party I stated that the Party II/M/s Automobile Corporation of Goa Ltd is a Factory situated at Honda, Sattari – Goa and is engaged in the production of spare parts for various types of motor vehicles. The 16 workmen mentioned in the Order of Reference were employed by the Party II at their Factory at Honda, Sattari – Goa. The particulars of each of the workmen are given below:

a) **Mr. Sunilkumar N. Vengurlekar** : He was employed as an Operator since 24th February, 1984. Prior to this he worked as an Apprentice for two years in the same Factory and at the time of appointment his wages were Rs.673.90 per month. He was issued an Appointment Letter dated 24th February, 1984 and at the time of termination he was the President of ACGL Workers' Union. Earlier his services were suspended w.e.f. 26/10/1985 for participating in one day token

strike on 25/10/1985. He was also issued a charge-sheet dated 05/11/1985 for the same reason. The enquiry in respect of the said charge-sheet was however not completed till date.

b) **Shri V. A. Gawas** : He was employed as an Operator since 15/06/1984 and prior to this he worked as an Apprentice for two years in the Factory of Party II. He was issued an Appointment Letter dated 15/06/1984 and at the time of his appointment his monthly wage was Rs. 917.20

c) **Shri O. A. Barve** : He was employed as an Operator since 03/12/1984 and was initially appointed as an Apprentice which he successfully completed. After the completion of his apprentice training, he was employed as an Operator.

d) **Mr. Purshottam J. Naik** : He was employed as a 'Welder' in the year 1983 and his services were confirmed w.e.f. 01/10/1983 vide Company's Letter dated 12/10/1983. At the time of his appointment his monthly wages were Rs. 766.80.

e) **Mr. Anthony Monteiro** : He was employed as an 'Electrician' w.e.f. 25/08/1984 and prior to this he worked for 2 years as an Apprentice in the Party II Factory. He was issued an Appointment Letter dated 24/08/1984 and at the time of his appointment his monthly wages were Rs. 1,021.80.

f) **Mr. Dadu S. Parsekar** : He was employed as an 'Operator' w.e.f. 01/06/1985 and prior to this he worked for 2 years as an Apprentice in the Party II/Company. He was issued an Appointment Letter dated 01/06/1985 and at the time of his appointment his monthly wage was Rs.960.10.

g) **Mr. Marshall F. Fernandes** : He was employed as a 'Welder w.e.f. 18/01/1985. Prior to this he worked for 2 years as an Apprentice with the Party II/Company. He was issued an Appointment Letter dated 18/01/1985 and at the time of his appointment he was paid a monthly wage of Rs.1,055.60.

h) **Mr. Arvind A. Prabhudessai** : He was employed as an 'Operator since the year 1984 and prior to this he worked for 2 years as an Apprentice in the Party II/Company.

i) **Mr. G. G. Gauns** : He was employed as an 'Operator' w.e.f. 15/06/1984 and prior to this he worked for 2 years as an Apprentice in the Party II/Company. He was issued an Appointment Letter dated 15/06/1984 and at the time of his appointment his monthly wage was Rs.917.20. He was an office bearer of the Union.

j) **Mr. Ramchandra W. Naik** : He was employed as a 'Helper' w.e.f. June/July, 1982 vide Appointment Letter dated 24/06/1982. His services were confirmed w.e.f. 03/07/1983 vide Letter dated 01/07/1983 and at the time of his confirmation he was paid monthly wages of Rs.471.20. He was an office bearer of the Union.

k) **Mr. D. V. Naik** : He was employed as an 'Operator' w.e.f. 01/04/1985 and prior to this he worked for 2 years as an Apprentice in the Party II Company. He was issued an Appointment Letter dated 10/04/1985 and at the time of his appointment his monthly wage was Rs.960.10. Earlier he was suspended from services w.e.f. 26/10/1985 for participating in one day token strike on 25/10/1985 for which he was issued a charge-sheet dated 05/11/1985. However, the enquiry in respect of the charge-sheet was not completed.

l) **Mr. S. V. Dessai** : He was employed as an 'Operator' w.e.f. 03/08/1984 and prior to this he was employed as an Apprentice for 2 years in the Party II/Company. He was issued an Appointment Letter dated 03/08/1984 and at the time of his appointment he was paid a monthly wage of Rs.919.80.

m) **Mr. Baboi A. Massordekar** : He was employed as an 'Operator w.e.f. 17/01/1985 and prior to this he worked for 2 years as an Apprentice in the Party II/Company. He was issued an Appointment Letter dated 17/01/1985 and at the time of his appointment he was paid a monthly wage of Rs.953.60.

n) **Mr. Bhimrao M. Desai** : He was employed as an 'Operator w.e.f. 24/02/1984 and prior to this he worked for 2 years as an Apprentice in the Party II/Company. He was issued an Appointment Letter dated 24/02/1984 and at the time of his appointment he was paid a monthly wage of Rs.673.90.

o) **Mr. D. L. Gaonkar** : He was employed as an 'Operator' w.e.f. 15/06/1984 and prior to this he was employed as an 'Apprentice' in the Party II/Company for 2 years. He was issued an Appointment

Letter dated 15/06/1984 and at the time of appointment he was paid a monthly wage of Rs.917.20. He was the Joint Treasurer of the Union. Earlier, his services were suspended w.e.f. 26/10/1985 for participating in one day token strike on 25/10/1985. He was also issued a charge-sheet dated 05/11/1985 for the same, however, the enquiry in respect of the said charge-sheet was not completed.

p) **Mr. Pradeep P. Dhargalkar** : He was employed as a 'Welder' w.e.f. 17/04/1984 and prior to this he was employed as an Apprentice in the Party II/Company for 2 years. He was issued an Appointment Letter dated 17/04/1984 and at the time of appointment his monthly wage was Rs.798.20. He was the Joint Secretary of the Union.

4. The Party I states that all the above named workmen of the Party II are the members of the Trade Union by name ACGL Workers' Union which is a registered Trade Union with the Registrar of Trade Unions under the provisions of Trade Union Act, 1926.

5. The Party I states that for the financial year 1984-85, the Party II made a gross profit of Rs.150.36 Lakhs which fact was widely publicized by the Party II in the newspapers. As such, the Union raised a demand with the Party II/Company for a 20% bonus for the said financial year. After the demand was made, the Union called upon the Party II for a discussion on the demand for which the Party II not only declined the demand of the Union for 20% bonus but also declined for any discussion on the issue of the bonus on the plea that the workmen were not entitled for any bonus. The Party I states that to protest against this unjustified stand of the Party II, the Union gave a call for one day token strike on 25/10/1985 which was observed peacefully by all the workmen.

6. The Party I states that as a sequel to this strike action, the Party II on 26/10/1985 suspended from service Shri S. N. Vengurlekar, President of the Union, Shri D. V. Naik, Shri D. L. Gaonkar, Jt. Treasurer of the Union, Shri G. G. Gauns, office bearer of the Union besides three other workmen. These 4 workmen whose names are mentioned in the present Order of Reference were suspended for participating in the one day token strike. On 05/11/1985, the Party II issued a charge-sheet to these workmen for participating in the one day strike and no enquiry was held in respect of the said charge-sheet.

7. The Party I states that on 27/10/1985, the Union through a letter, called upon the Party II to immediately withdraw the illegal and unjustified suspension letters issued to the 7 workmen. The Union also gave 14 days' time limit to lift the illegal suspension letters failing which the Union informed the Party II/Company that they will resort to strike action. The Party I states that the Labour Commissioner as well as the Hon'ble Labour Minister, Mr. Vaikunt Dessai intervened in the dispute with a view to resolve the same amicably across the table but the Party II/Company was adamant and rigid in their stand and refused to withdraw the suspension letters as well as discuss the bonus issue. The Party I states that the Union and the workmen were therefore left with no other alternative but to proceed on strike w.e.f. 20/11/1985 which strike continued for several months. The strike was withdrawn on 12/05/1986 and during the strike period 16 workmen mentioned in the Order of Reference were terminated.

8. The Party I states that during the pendency of the strike, the Party II Company made several attempts to break the strike by using money power, by visiting the houses of individual workmen and trying to influence them to prevail upon the workmen to give up the strike as well as threatening the workmen and their family members with the help of anti-social elements. On 06/12/1985 when the Union wrote to the Party II/Company that they are prepared to discuss the issues and resolve the same across the table, the Party II declined to sit with the Union and resolve the issues. On the contrary, the Party II made all-out effort to break the strike by dividing the workmen and filing and implicating the workmen in false police cases. The Party I states that the Party II also released advertisements in local newspapers advertising vacancies for the posts held by the striking workers.

9. The Party I states that the Party II/Company ultimately succeeded in breaking the strike by coercing some workmen to resume work. The Party II/Company also filed a civil case in Bicholim Civil Court against the election of Shri Suhaas Naik as office bearer of the Union. The Party I states that thereafter the Union called off the strike on 12/05/1986 and all the workmen resumed duty on 12/05/1986, however, the 16 workmen named in the present Order of Reference were not allowed to resume work on 12/05/1986 along with the others. They were informed that their services have been terminated w.e.f. 21/01/1986.

10. Party I states that discussions were held between the Union and the Party II with a view to resolve the issue of termination of 16 workmen after the strike was called off, however the bilateral talks ended in failure as the Party II was reluctant to take the said workmen back in employment. The Union, therefore, was left with no other alternative but to raise an industrial dispute. The Party I states that on 25/08/1986, the Union wrote to the Party II/Company demanding reinstatement of 16 workmen in service with full back wages and continuity in service. The termination of 16 workmen w.e.f. 21/01/1986 was done summarily in violation of all canons of law. The Party I states that the Party II/Company did not respond favourably to the demand of the Union and as such the Union raised an industrial dispute vide letter dated 15/11/1986 addressed to the Labour Commissioner.

11. The Party I states that it was alleged by the Party II/Company that on 20/12/1985, the Company's bus was burnt near Advai Village. The Party I was not aware whether the bus was burnt or not. The Party I states that they are not aware as to who was responsible for burning of the bus, if at all such incident had taken place, however, the Party II/ Company filed criminal complaints with the Police and falsely implicated the 16 workmen mentioned in the present Order of Reference as being involved in the incident of burning of the bus. The Party I states that the Police filed criminal cases against the said 16 workmen. The criminal case went up to the Goa Bench of Bombay High Court at Panaji–Goa. The Hon'ble High Court of Bombay at Goa in an Order passed in Criminal Appeal No.7/89 dated 25/08/1989 acquitted all the 16 workmen of the criminal charges.

12. The Party I states that the Asst. Labour Commissioner held conciliation proceedings in his Office at Panaji on 24/07/1987 between the Representative of the Party II and the Union and thereafter on several occasions. During the said meetings, no amicable solution could be arrived at and as such, the meeting ended in a failure. The Party I states that the Government of Goa received the copy of the Failure of Conciliation Report on 30/11/1987. That, on 01/06/1988, the Department of Labour, Government of Goa passed an Order stating that they are not agreeable to refer the said dispute to the Industrial Tribunal. Thereafter, aggrieved by the decision of the Government to refer the said dispute for adjudication, the Union filed a Writ Petition before the Goa Bench of the Bombay High Court against the Government's refusal to refer the said dispute for adjudication to the Industrial Tribunal.

13. The Party I states that while the said Writ Petition was pending before the Hon'ble High Court, the Government of Goa referred the present dispute for adjudication before this Tribunal. The Party I states that the Party II filed a Writ Petition No.278/1991 challenging the decision of the Government of Goa to refer the present dispute for adjudication before this Tribunal wherein the Hon'ble High Court of Bombay at Goa dismissed the said Writ Petition.

14. The Party I states that before summarily terminating the services of the 16 workmen w.e.f. 21/01/1986, they were not issued a Memo or Charge-sheet and no allegations of misconduct were leveled against them before the termination of their services. The Party I/Workmen further stated that before terminating the services of the 16 workmen mentioned in the Order of Reference, they were not issued One Months' Notice nor were they paid retrenchment compensation at the rate of 15 days wages for every year of service. No reasons were given before terminating their services and Section 25F of the Industrial Disputes Act, 1947 was not complied with. The Party I states that the Party II/Company is legally bound to follow the provisions of the Model Standing Orders applicable to the Company.

15. The Party I/Workmen states that the termination of the said 16 workmen is malafide, vindictive and by way of victimization for their trade union activities and that the termination of the said workmen is in violation of the principles of natural justice. The termination of the said 16 workmen is illegal and unjustified.

16. In their Written Statement filed at Exhibit 5, the Party II submits that the Union by its letter dated 30/10/1987 raised a demand of reinstatement of the workmen concerned in the Order of Reference. Subsequently, a Settlement/Agreement was signed between the Union and the Workmen on 17/10/1987 and in the said Settlement, the Union/Workmen had agreed that the demand of reinstatement of these terminated workmen be withdrawn. The Party II submits that the Settlement provides that the demand which has not been specifically dealt with are treated as settled and in view of the Agreement/Settlement which is binding on the Union, no industrial dispute much less the dispute in connection with the termination of these 16 workmen concerned in the Order of Reference, in fact and in law, can survive/exist and the reference therefore is bad-in- law.

17. The Party II submits that the Workmen concerned in the Order of Reference have no lien over the employment beyond the period of the terms of employment as mentioned in their Appointment Letters which have been accepted by the Workmen concerned in the Order of Reference and in view of the specific clause in the Appointment Letter, the concerned workmen cannot claim any relief beyond the last date of employment specifically mentioned in the Appointment Letters.

18. The Party II submits that even inspite of heinous crime committed by these workmen, the Company having regard to their age and other circumstances took a humanitarian approach to the entire situation and offered alternative self-employment schemes during various discussions before the Conciliation Officer as well as in the bilateral discussions. The Party II submits that since these workmen refused to accept the said offer, the demand for reinstatement as well as back wages and continuity of the services ought not to be entertained.

19. The Party II submits that in the year 1984, the employees formed their own Union by name ACGL Workers' Union and immediately after the formation of the Union, though not obliged, the Party II signed a Settlement dated 25/05/1984 mainly with a view to have a cordial relation with the workmen and the Union. The Party II submitted that in the said Settlement amongst other things it was agreed between the Workmen and the Union and the Party II that the Workmen/Union shall not resort to strike and the Party II shall not resort to lockout during the Settlement without giving 14 days' notice and further it was specifically agreed by the workmen of the Union that they shall not raise any demand including any demands involving financial burden on the Company. This particular Settlement was in force upto 30/05/1987.

20. The Party II submits that inspite of the clear provisions of the Settlement dated 25/05/1984 and in total disregard to the same, the Representatives and the office bearers of the Union in an irresponsible and in immature manner and at the instigation of outside influence raised a demand on the Company for the payment of 20% bonus for the 3rd accounting year i.e. the Accounting Year, 1984-85 and resorted to an illegal and unjustified strike without even giving notice while the discussions were pending before the Labour Commissioner. The Party II further submits that on 25/10/1985, immediately after resorting to illegal and unjustified strike, the Union office bearers and their few supporting workmen resorted to violent activities including threatening and intimidating and prohibiting willing employees and forcing them to join the illegal strike. The activities of the Union Representatives and some of the supporting workmen were such that not only the entire work was paralyzed but fear psycho was created in the minds of the Management, Officers, staff and willing workers.

21. The Party II submits that the Company therefore in their best interest and to avoid any further escalation of the violence thought it fit to suspend pending enquiry of the 7 workmen who directly indulged into various acts of misconduct including violence, intimidation and threat and on the same day when the suspension was effected, certain workmen at the instigation of the suspended workmen resorted to sit in strike by remaining at their work place. The said strike however was withdrawn by the workmen and the Union immediately gave a notice of strike dated 27/10/1985 stating that the workmen would resort to strike w.e.f. 10/11/1985 to press the demand of withdrawal suspension of the workmen who were suspended pending enquiry and who had indulged in various grave and serious acts of misconduct. The Party II submits that in view of the growing indiscipline and violence it became necessary for the Company to take strict disciplinary action against the workmen who were resorting to such activities.

22. The Party II submits that the Union however raised a dispute before the Labour Commissioner for withdrawal of the suspension of the 7 workmen. The Party II further submits that the entire action on the part of the Union was totally unwarranted and uncalled for since the Party II was within its right to suspend few workmen who indulged into grave and serious acts of misconduct. The Party II submits that the entire atmosphere during the strike period was such that normal movement of Company's Personnel and willing workers was paralyzed and all these persons were required to move only with the help of police protection as the workmen concerned in the Order of Reference had taken law into their hands and their activities in and around the Factory were such that the Police personnel had to keep full vigil for 24 hours to control and maintain law and order. The Party II submits that on 20/12/1985 the workmen concerned in the Order of reference taking advantage of the situation, hatched a conspiracy to roast alive the employees reporting for work in the Company's bus. The persons who attacked the bus were identified by the employees travelling in the bus and the driver.

23. The Party II states that having regard to the terrorizing activities indulged in by the workmen named in the Order of Reference, the Competent Authority within the Company felt it will not be possible to conduct an enquiry in the tense atmosphere and therefore felt that it would be futile to hold an enquiry. The Party II states that the Company was of the opinion that having regard to the industrial relations and the safety of the employees and the Officers who were reporting for work, it was no longer possible to continue to have confidence in the employees mentioned in the Order of Reference and retaining them in service was prejudicial to the interests of the Company and therefore decided to terminate the services of the 16 Workmen. The Party II further states that in view of the act of terrorism resorted to by the workmen, the very safety of the non-striking employees would be affected and also their presence would create tensions in the establishment. The Party II therefore submits that in the circumstances, no case exists for granting any relief to the workmen and the reference ought to be rejected since the entire demand of the Party I/Workmen is ex-facie illegal and baseless.

24. The Party II submits that the Party I/Workmen in furtherance to the illegal and unjustified demand for bonus went on the flash/illegal strike on 25/10/1985 and after such commencement gave a notice of strike to the Party II. The Party II emphatically denies that the said strike was peaceful. It is denied that the workmen were charge-sheeted for participating in a one day strike. The Party II submits that the strike notice dated 27/10/1985 given by the Party I/Union was totally illegal and unjustified in view of the fact that the workmen had already resorted to illegal and unjustified strike on 25/10/1985 and that the demand of withdrawal of the suspension itself could not have been made by the Union. The Party II submits that the strike notice having been given in support of a demand which is illegal and the strike resorted to arising out of such notice is illegal and unjustified and therefore the strike resorted to by the workmen on 20/11/1985 is totally illegal and unjustified and further submits that the strike continued for several months and it was withdrawn by the workmen unconditionally. It is denied that any efforts were made by the Party II to break the strike for the reasons alleged and that the Party II filed false cases or that in furtherance thereof used money power or took the help of politicians as alleged.

25. The Party II submits that even inspite of the heinous crime committed by the workmen and in the circumstances of the case, the Company offered them alternative self-employment proposals which were totally rejected by the Union. It is denied that the termination of the workmen is illegal, unjustified or malafide or that it amounts to victimization. The Party II submits that in the circumstances of the case, it was fully justified in terminating the services of the workmen concerned in the Order of Reference. It is denied that the concerned workmen are not responsible for burning the bus or attempt to roast alive their own colleagues and that the Company filed false cases with the Police. It is submitted that the services of the workmen concerned in the Order of Reference were terminated after fully satisfying its norms to the fact of the matter. It is denied that the workmen are entitled to full back wages from the date of the termination of the services and that the termination is in violation of Industrial Disputes Act, 1947 or Model Standing Orders. The Party II denied that the termination of the 16 workmen is illegal or unjustified or vindictive or amounts to victimization.

26. In the Rejoinder at Exh.6filed by the Party I/Union, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

27. Considering the pleadings filed by both the Parties, the Learned Presiding Officer of this Tribunal was pleased to frame two Preliminary Issues which reads as under:

Preliminary Issues

1. *Does Party No.2 prove that the present reference is not maintainable for the reasons stated in para (a) to (e) of the Written Statement at Exh.5?*

2. *Does Party No.2 prove that in view of the settlement dated 17/10/1987, there was no industrial dispute between the parties and hence the present reference is bad in law?*

28. Opportunity was granted to both the Parties to lead evidence on these preliminary Issues and after considering the pleadings and the evidence on record, the Learned Predecessor, Presiding Officer of this Tribunal was pleased to pass an Award dated 08/09/1998 holding that there was no industrial dispute at the time when the Government made the reference and consequently the reference was rejected.

29. The Party I/Workmen challenged the said Award dated 08/09/1998 in Writ Petition No.230/2000. The Hon'ble High Court by its Order dated 13/03/2015 was pleased to set aside the Impugned Award dated 08/09/1998 and the matter has been remanded back to this Tribunal to decide the reference afresh after hearing the Parties in the light of observation made in the said Order of the Hon'ble High Court.

30. Subsequent to this, this Tribunal was pleased to frame the following Issues on 05/04/2018:

ISSUES

1. Whether the Party I proves that the termination of the services of 16 workmen by Party II w.e.f. 21.01.86 is illegal and unjustified?

   Reframed Issue No. 1: Whether Party II proves that the termination of the services of 16 workmen w.e.f. 21/01/1986 is legal and justified?

2. Whether the Party I proves that they are entitled for reinstatement in services with full back wages and continuity in services with all other consequential benefits?
3. Whether the Party II proves that the reference is not maintainable for the reasons stated in their Written Statement at Para 1(a) to 1(g)?
4. Whether Party II proves that there is no industrial dispute between the parties in view of the Settlement dated 17/10/1987 and Settlement dated 28/03/1988?
5. What Relief? What Order?

Additional Issue: Whether the Party II proves that the workmen concerned in the reference have no lien over employment beyond the period of term of employment as mentioned in their appointment letter? **(framed on 12/11/2019)**

Additional Issue: *Does the Party II prove that it has offered gainful employment to the concerned workmen and that the concerned workmen have refused to take up the said offer for employment?* ***(framed on 13/06/2023)***.

31. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed as well as the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

Reframed Issue No. 1 &
Additional Issue No. 1

(framed on 12/11/2019)	:	In the Negative
Issue No. 2	:	In the Affirmative
Issue No. 3	:	In the Negative
Issue No. 4	:	In the Negative
Issue No. 5	:	As per Final Order
Additional Issue		
(framed on 13/06/2023)	:	Partly in the affirmative

REASONS

32. **Reframed Issue No 1 and Additional Issue No. 1 (framed on 12/11/2019):** It is the case of the Party II that the dispute/demand raised by the Party I/Union vide letter dated 30/10/1987 demanding reinstatement of the 16 workmen concerned in the Order of Reference is illegal and unjustified in view of the Settlement/Agreement being signed between the Union and the Workmen on 17/10/1987 and in the said Settlement, the Union/Workmen had agreed that the demand of reinstatement of these terminated workmen be withdrawn. It is their contention that the Settlement provides that the demands which have not been specifically dealt with are treated as settled and in view of the Agreement/Settlement which is binding on the Union, no industrial dispute in connection with the

termination of these 16 workmen concerned in the Order of Reference exists. As such the reference itself is bad in law.

33. It is further argued by Learned Advocate Shri M. S. Bandodkar that the Workmen concerned in the Order of Reference have no lien over the employment beyond the period of the terms of employment as mentioned in their Appointment Letters which have been accepted by the Workmen concerned in the Order of Reference and in view of the specific clause in the Appointment Letter, the concerned workmen therefore cannot claim any relief beyond the last date of employment specifically mentioned in the Appointment Letters.

34. As against this, it is the case of the Party I/Union that they have learnt about the Party II having made profit of Rs.150.36 Lakhs for the financial year 1984-85, the Union raised a demand with the Party II Company for a 20% bonus for the said financial year. After the demand was made, the Union called upon the Party II for a discussion on the demand for which the Party II not only declined the demand of the Union for 20% bonus but also declined for any discussion on the issue of the bonus on the plea that the workmen were not entitled for any bonus. The Party I states that to protest against this unjustified stand of the Party II, the Union gave a call for one day token strike on 25/10/1985 which was observed peacefully by all the workmen.

35. It is further their case that as a sequel to this strike action, the Party II on 26/10/1985 suspended from services Shri S. N. Vengurlekar, President of the Union, Shri D. V. Naik, Shri D. L. Gaonkar, Jt. Treasurer of the Union, Shri G. G. Gauns, office bearer of the Union besides three other workmen. These 4 workmen whose names are mentioned in the present Order of Reference were suspended for participating in the one day token strike. On 05/11/1985, the Party II issued a charge-sheet to these workmen for participating in the one day strike and no enquiry was held in respect of the said charge-sheet.

36. It is further their case that on 27/10/1985, the Union through a letter, called upon the Party II to immediately withdraw the illegal and unjustified suspension letters issued to the 7 workmen. The Union also gave 14 days' time limit to lift the illegal suspension letters failing which the Union informed the Party II/Company that they will resort to strike action but the Party II/Company was adamant and rigid in their stand and refused to withdraw the suspension letters as well as discussion on the bonus issue. The Party I states that the Union and the workmen were therefore left with no other alternative but to proceed on strike w.e.f. 20/11/1985 which strike continued for several months. The strike was withdrawn on 12/05/1986 and during the strike period 16 workmen mentioned in the Order of Reference were terminated. The Party II also released advertisements in local newspapers advertising vacancies for the posts held by the striking workers.

37. It is the contention of the Party I/Workmen that the termination of the 16 workmen w.e.f. 21/01/1986 was done summarily in violation of all canons of law. The Party I states that the Party II/Company did not respond favourably to the demand of the Union and as such the Union raised an industrial dispute vide letter dated 15/11/1986 addressed to the Labour Commissioner. The defence that the Party II took before the Labour Commissioner is that the Summary dismissal of all the 16 workmen, according to the Party II was on account of the incident of burning of bus at Advoi Village on 20/12/1985. The Party I however denied their involvement in the said bus burning incident.

38. It is a matter of record that the Party II/ Company filed criminal complaints with the police implicating all the 16 workmen mentioned in the present Order of Reference, they being involved in the incident of burning of the bus. The said criminal complaints were registered and cognizance of the same was taken by the Hon'ble District Court, Panaji against the said 16 workmen. The Hon'ble District Court, Panaji by its Judgment convicted all the 16 workmen, against the said Judgment and Order the Party I/Workmen filed Criminal Appeal before the Goa Bench of Bombay High Court at Panaji –Goa. The Hon'ble High Court of Bombay at Goa in an Order dated 25/08/1989 passed in the said Criminal Appeal No.7/89 acquitted all the 16 workmen of the criminal charges.

39. The Party II admitted that the workers had gone on strike on 25/10/1985 and also admits that the Party I had given a strike notice dated 27/10/1985 seeking withdrawal of suspension orders issued to the 16 workmen. It is also a matter of record that the workers went on strike from 20/11/1985 and the said strike continued for several months. It is also not in dispute that all the workmen except the 16 workmen who were terminated w.e.f. 31/01/1986 resumed back to their duties after withdrawing the

strike. However, the Party II did not allow these 16 workmen to resume their services and were served with the Termination Letter along with one months' pay which the workmen refused to accept.

40. The Party II in support of their contention of they having terminated the services of 16 workmen without holding an enquiry into the alleged incident of bus burning whereby the involvement of all the 16 workmen have been alleged in the complaints filed in respect of the said incident, placed reliance in the case of **Glaxo Laboratories Ltd v/s P. O. Labour Court, Meirut AIR 505 1984** wherein it is held that *"The misconduct alleged was that the delinquent workmen while travelling in a train between Thana and Mulund assaulted another workman who was on his way home after day's work. And this led to a complaint by some of the colleagues of the victim submitting a memorandum to the management of protest against the assault on the colleague. Repelling the contention on behalf of the workmen, this Court held as under:"In our opinion, on a plain reading of the clause, the words "within the premises or precincts of the establishment" refer not to the place where the act which is subversive of discipline or good behaviour is committed but where the consequence of such an act manifests itself. In other words, an act wherever committed, if it has the one effect of subverting discipline or good behaviour within the premises or precincts of the establishment, will amount to misconduct under Standing Order 24 (1). We are unable to agree that Standing Order 24 (1) leaves out of its scope an act committed outside though it may result in subversion of discipline or good behaviour within the premises or precincts of the establishment in question. Such a construction in our view would be quite unreasonable."*

The decision proceeds on the language of the standing order which came for interpretation before this Court. There is a marked difference between the language of clause 10 of S.O. 22 under which a action is proposed to be taken by the appellant in this case and S.O. 24 (1) that came for interpretation in that case. Clause (1) of S.O. 24 which was before the Court in that case did not refer to such specific acts of misconduct as drunkenness, fighting, indecent or disorderly behaviour, use of abusive language etc. If a workman is involved in a riot or indulge in fighting somewhere far away from the premises of the establishment, it has no causal connection with his performance of duty in the industrial establishment in which he is employed. Further in that case, the Court put a wide construction on a penal measure but did not choose to set out its reasons for departing from the well-established principle that penal statutes generally receive a strict construction. 'A statute is regarded as penal for the purpose of construction if it imposes fine, penalty or forfeiture other than penalty in the nature of liquidation of damages or other penalties which are in the nature of civil remedies. It is a general rule that penal enactments are to be construed strictly and not extended beyond their clear meaning.'(1) It cannot be seriously questioned that S.O. 22 is a penal statute in the sense that it provides that on proof of misconduct penalty can be imposed. It cannot be disputed that it is a penal statute. It must therefore, receive strict construction, because for a penalty to be enforced it must be quite clear that the case is within both the letter and the spirit of the statute. If the expression 'committed within the premises of the establishment or in the vicinity thereof' is given a wide construction so as to make the clause itself meaningless and redundant, the penal statute would become so vague and would be far beyond the requirement of the situation as to make it a weapon of torture. A clause with a statutory flavour 'like legislation must at all costs be interpreted in such a manner that it could not operate as a rogue's charter.' If any misconduct committed anywhere irrespective of the time-place content where and when it is committed is to be comprehended in clause 10 merely because it has some remote impact on the peaceful atmosphere in the establishment, there was no justification for using the words of limitation such as 'committed within premises of the establishment or in the vicinity thereof'. These are words of limitation and they must cut down the operation of the clause. Therefore, these words of limitation must receive their due share in the interpretation of clause 10 and clause 10 cannot receive such a construction as to make the words of limitation wholly redundant".

41. Thus, according to the Party II, the Company did not hold an enquiry into the said incident of burning of the bus wherein they alleged that all the 16 workmen were involved in the same as per the FIR lodged against them because in terms of the observation in the Judgment above, the Company was advised that it was not clear as to the alleged incident against the employee amounts to the misconduct under the Model Standing Orders as applicable to the Company and therefore all the 16 workmen who were terminated without holding an enquiry into the incident and the Company proceeded to file criminal case in respect of the said incident.

42. Coming to the incident of bus burning, it is the case of the Party II that in the Termination Letters issued to all the 16 workmen, the Party II has set out the reason stating that the cause for issuing the Termination Notice was the incident dated 20/12/1985 for burning the Company's bus, trapping the employees reporting for work in the bus, throwing chilli powder on their faces and mercilessly terrorizing them without allowing them to disembark the bus inspite of their screaming, resulting in absolute danger to the discipline in Party II Industry. It is in these circumstances that the Party II was left with no other alternative but to issue the Order of Termination.The Party II/Employer in their Written Statement pleaded several incidents of pre-misconduct prior to the alleged incident of bus burning and has also narrated several post misconducts after the alleged incident of bus burning by these 16 Workmen. However, the main reason for the termination of their service was on account of the alleged incident of bus burning.

43. Undisputedly, it is a matter of record that on the basis of the complaint filed by the Party II/Employer, the FIR came to be registered against all those involved in the alleged incident which also included all the 16 workmen under the reference which FIR culminated into a criminal case being filed which was disposed off on merits by the Hon'ble District Court whereby the workmen under the reference were convicted for committing the offence of bus burning. The Judgment and Order convicting the workmen under the reference was challenged before the Hon'ble High Court and the High Court by its Order and Judgment acquitted all the workmen under the reference. It is to be noted once again that the termination of all the 16 workmen as per the case of the Party II/Employer is because of the incident of bus burning. Now, all the 16 workmen have faced the criminal trial into the said incident and as per the final verdict of the Hon'ble High Court they all have been acquitted of the alleged offence. Therefore, a limited question remains whether the termination of all these workmen despite their acquittal can still be construed as a valid act on behalf of the Party II/Employer.

44. It is been argued on behalf of the Employer that in the Order of the Hon'ble High Court it is clearly held in Para-18 that the benefit of doubt is given to the Appellant as the Prosecution failed to prove its case beyond reasonable doubt. According to Party II, therefore, benefit of doubt means that the Prosecution could not prove the guilt of the accused beyond reasonable doubt. In other words, if the accused is acquitted or discharged because of some technicality not having been complied with or on the ground that though there is some evidence against them, they must be acquitted by giving benefit of doubt, then that the same does not amount to an honourable acquittal. Thus, according to Employer/Party II, the so called acquittal of all the 16 workmen by the Hon'ble High Court could not amount to honourable acquittal and therefore this Tribunal shall look into the evidence adduced by the Company before this Tribunal through Dr. Vinay Raikar, eye witnesses Mr. Abdul Razak Khan, Mr. Vinod Dessai and Mr. Sudesh Pednekar and to believe the evidence of all these witnesses on the basis of preponderance of probability.

45. The above contention of the Party II/Company is something very strange to be digested easily because when the accused persons have gone through all the rigours of criminal trial and have succeeded in proving their innocence, then, any interference by this Tribunal into the said Judgment and Order passed by the Hon'ble High Court which has already attained finality would certainly amount to assuming jurisdiction not vested in it. It is a settled principle of law that a person cannot be vexed twice for the same offence. The criminal proceeding filed by the Party II/Company has finally culminated into an acquittal. The reasoning given for acquitting a person accused of an offence may differ from case to case but there cannot be distinction between acquittal obtained on the basis of benefit of doubt or an acquittal on the basis of giving a clean chit to the accused person. An acquittal is merely an acquittal discharging a person accused of an offence. Therefore, this Tribunal is unable to accept the contention of Learned Adv. Shri Bandodkar that the acquittal granted to all the 16 persons is not an honourable acquittal. When a person is charged for any offence under the Criminal Law there can be only two decisions, either an acquittal on merits of the case or a conviction on the merit of the case. It is also not a case of the Employer/Party II that the acquittal was not on the merits of the case. All the accused alleged in the charge-sheet have undergone a full trial and therefore, there is no question of this Tribunal evaluating the evidence of the witnesses examined by the Party II/Company.

46. The Party I/Workmen sought to draw my attention to the fact that the Management has examined and recorded the testimony of the same witnesses; the one whose testimony was recorded in the said criminal case which ultimately culminated into an acquittal. That the Criminal Court after appreciating the entire evidence brought on record by the Prosecution was pleased to pass an Order of Acquittal

whereby all the Party I/Workmen were honourably acquitted of all the charges. Further, it is their contention that the Party II has failed to bring on record any new evidence to prove the alleged charges of misconduct.

47. In this context, the Party I/Workmen placed reliance on the following Judgments of the Hon'ble Supreme Court of India and various Hon'ble High Courts:

a) Judgment and Order dated 16/02/1981 of the Hon'ble Supreme Court of India in **Civil Appeal No.396 of 1980 (Corporation of the City of Nagpur, Civil Lines, Nagpur v/s Ramchandra** *".....The question whether or not the departmental inquiry pending against the employee involved in the criminal case should be continued even after his acquittal in criminal cases is a matter which is to be decided by the department after considering the nature of the findings given by the criminal court. Normally where the accused is acquitted honourably and completely exonerated of the charge it is not expedient to continue a departmental inquiry on the very same charges or grounds or evidence. However merely because the accused is acquitted, the power of the authority concerned to continue the departmental inquiry is not taken away nor its discretion in any way fettered…."*

However, as quite some time has elapsed since the departmental inquiry had started, the authority concerned will take into consideration this factor in coming to the conclusion if it is really worthwhile to continue the departmental inquiry in the event of the acquittal of the respondents. If, however, the authority feels that there is sufficient evidence and good grounds to proceed with the inquiry, it can certainly do so.

The other question that remains is if the respondents are acquitted in the criminal case whether or not the departmental inquiry pending against the respondents would have to continue. This is a matter which is to be decided by the department after considering the nature of the findings given by the criminal court. Normally where the accused is acquitted honourably and completely exonerated of the charges it would not be expedient to continue a departmental inquiry on the very same charges or grounds or evidence, but the fact remains, however, that merely because the accused is acquitted, the power of the authority concerned to continue the departmental inquiry is not taken away nor is its direction in any way fettered. However, as quite some time has elapsed since the departmental inquiry had started the authority concerned will take into consideration this factor in coming to the conclusion if it is really worthwhile to continue the departmental inquiry in the event of the acquittal of the respondents. If, however, the authority feels that there is sufficient evidence and good grounds to proceed with the inquiry, it can certainly do so. In case the respondents are acquitted we direct that the order of suspension shall be revoked and the respondents will be reinstated and allowed full salary thereafter even though the authority chooses to proceed with the inquiry. Mr. Sanghi states that if it is decided to continue the inquiry, as only arguments have to be heard and orders to be passed, he will see that the inquiry is concluded within two months from the date of the decision of the criminal court. If the respondents are convicted, then the legal consequences under the rules will automatically follow.

b) Judgment and Order dated 30/03/1999 passed by the Hon'ble Supreme Court of India in **Civil Appeal No.1906 of 1999 (Capt. M. Paul Anthony V/s Bharat Gold mines Ltd, and Anr**. "*The view expressed in the three cases of this Court seem to support the position that while there could be no legal bar for simultaneous proceedings being taken, yet, there may be cases where it would be appropriate to defer disciplinary proceedings awaiting disposal of the criminal case. In the latter class of cases, it would be open to the delinquent employee to seek such an order of stay or injunction from the court. Whether in the facts and circumstances of particular case there should or should not be such simultaneity of the proceedings would then receive judicial consideration and the court will decide in the given circumstances of particular case as to whether the disciplinary proceedings should be interdicted, pending criminal trial. As we have already stated that it is neither possible nor advisable to evolve a hard and fast, strait-jacket formula valid for all cases and of general application without regard to the particularities of the individual situation. For the disposal of the present case, we do not think it necessary to say anything more, particularly when we do not intend to lay down any general guideline."*

c) Judgment and Order dated 10/09/2004 passed by the Hon'ble Supreme Court of India in **Management of Krishnakali Tea Estate V/s Akhil Bhartiya Chah Mazdoor Sangh** wherein it

is held *"The next contention addressed on behalf of the respondents is that the Labour Court ought not to have brushed aside the finding of the criminal court which according to the learned Single Judge 'honorably' acquitted the workmen- accused of the offence before it. We have been taken through the said judgment of the criminal court and we must record that there was such 'honorable' acquittal by the criminal court. The acquittal by the criminal court was based on the fact that the prosecution did not produce sufficient material to establish its charge which is clear from the following observations found in the judgment of the criminal court:*

"Absolutely in the evidence on record of the prosecution witnesses I have found nothing against the accused persons. The prosecution totally fails to prove the charges under Sections 147, 353, 329 IPC"

d) Judgment and Order dated 10/05/2006 passed by the Hon'ble Supreme Court of India in **Civil Appeal No.2582 of 2006 (G. M. Tank V/s State of Gujarat and Anr.)**wherein it is held*"In the case of Capt. M. Paul Anthony vs. Bharat Gold Mines Ltd. & Anr.(supra), the question before this Court was as to whether the departmental proceedings and the proceedings in a criminal case launched on the basis of the same set of facts can be continued simultaneously. In Paragraph 34, this Court held as under :*

"34. There is yet another reason for discarding the whole of the case of the respondents. As pointed out earlier, the criminal case as also the departmental proceedings were based on identical set of facts, namely "the raid conducted at the appellant's residence and recovery of incriminating articles therefrom". The findings recorded by the enquiry officer, a copy of which has been placed before us, indicate that the charges framed against the appellant were sought to the proved by police officers and panch witnesses, who had raided the house of the appellant and had effected recovery. They were the only witnesses examined by the enquiry officer and the enquiry officer, relying upon their statements, came to the conclusion that the charges were established against the appellant. The same witnesses were examined in the criminal case but the Court, on a consideration of the entire evidence, came to the conclusion that no search was conducted nor was any recovery made from the residence of the appellant. The whole case of the prosecution was thrown out and the appellant was acquitted. In this situation, therefore, where the appellant is acquitted by a judicial pronouncement with the finding that the "raid and recovery" at the residence of the appellant were not proved, it would be unjust, unfair and rather oppressive to allow the findings recorded at the ex parte departmental proceedings to stand."

e) The Hon'ble Kerala High Court in its Judgment and Order dated 23/10/2024 reiterated the proposition observed by the Hon'le Apex Court in the Case of **The State of Kerala & Ors. V/s P. V. Kuryan** wherein it is held *"The aforesaid proposition was reiterated by this Court in State of Kerala v. P. V. Kuryan/2024 (2) KLT428] and Amalraj S. v. State of Kerala [2024 (1) KHC 284). Therefore, ordinarily the incumbent, who was acquitted by the criminal court, shall not be subjected to penalty in a disciplinary proceedings; provided the same set of facts are involved in both the proceedings. Of course, if more materials are brought about in the departmental enquiry and there is difference in the proved facts, punishment of the delinquent in the disciplinary proceedings may be possible*

13. As stated above, the allegations as well as the evidence tendered in both the disciplinary proceedings and criminal prosecution against the respondent are materially and substantially the same. Therefore, the provisions of Section 101(8) of the Kerala Police Act creates a bar for imposing penalty on the respondent. It is true that the disciplinary proceedings was initiated against the respondent before commencement of Kerala Police Act, 2011. But when the proceedings has been pending, the respondent is entitled to get the benefit of the said provision.

14. The Tribunal also placed reliance on the law laid down by the Apex Court in Corporation of the City of Nagpur (1981) 2 SCC 714), Paul Anthony /(1999) 2 SCC 679] and G. M. Tank /(2006) 5SCC 446] in order to hold that the penalty imposed on the respondent is legally unsustainable since he was acquitted in the criminal prosecution. In Paul Anthony/(1999) 2SCC 679] the Apex Court on finding that the charges framed against the incumbent and the evidence brought on record in the criminal prosecution as well as the departmental proceedings were the same, it was held that his acquittal in the criminal case has the inevitable consequence of absolving him from the departmental proceedings. It was further held that the distinction, which is usually drawn as

between the departmental proceedings and the criminal case on the basis of approach and burden of proof, is that if more materials are brought about in the departmental enquiry and there is marked difference in the proved facts, punishment of the delinquent in the disciplinary proceedings…".

48. It is their own case that the incident of bus burning is not a misconduct as per the Model Standing Order and therefore they did not conduct any domestic enquiry into the said incident, however filed a Police Complaint and the charge-sheet pursuance to the said police complaint finally culminated into an acquittal. So, the Party II could not by way of domestic enquiry prove any misconduct against all the 16 workmen nor the accused were held guilty in respect of the alleged incident of bus burning in the final verdict that was given by the Hon'ble High Court. There is no further challenge to the Judgment of acquittal passed by the Hon'ble High Court. Therefore, considering the entire records of the present reference aided by the observations/precedent ratio laid down in the various Judgments as discussed hereinabove, this Tribunal will be justified in holding that the termination of all the 16 workmen on the basis of alleged incident of bus burning by Party II/Company was not just and legal. Hence, both these Issues stand answered in the negative.

49. **Issue No.4:** It is the contention of the Party II/Employer that the present reference is bad in law as it does not take into account the settlement entered into between Party I/Union and the Party II on account of which the dispute between Party I/Union and the Party II in the matter of all demands including the demand in respect of reinstatement of 16 workmen came to be settled. Therefore, according to Party II, the demand if made by the workmen, subsequent to the Settlement, cannot be construed as a dispute in terms of the definition of industrial dispute. It is further contended that there was no demand in respect of reinstatement of 16 workmen by the Party I/Union. As such, the present reference based on the said demand is not tenable in law.

50. In support of their above contention the Party II sought to place reliance in the case of **Tata Iron and Steel Company v/s State of Jharkhand &Ors., (2014) 1 SCC 536** wherein the Apex Court has held that *"a reference made to the Tribunal without considering the issues raised by the Management against the said demand as to its maintainability. Such a reference could be defective and, therefore, not maintainable. In Para-16 of the said Judgment the Apex Court held that a reference is clearly defective if it does not take care of the correct and precise nature of the dispute between the Parties. If the terms of the reference ignore the correct and precise nature of the dispute put forth by the Employer, it implies that the appropriate Government has itself decided those contentious issues. Therefore, the reference is not an industrial dispute as understood in Section 2(k) of the Industrial Disputes Act*."

51. Opposing the above contention of the Party II, the Party I/Union contended that on 25/08/1986 the Union raised a demand for reinstatement of Party I/Workmen with all consequential benefits. As Party II/Employer was not accepting the demands, the same were taken up before the Labour Commissioner in conciliation and the said such demands were sub-judice in conciliation. In the meanwhile, the earlier Wage Settlement dated 25/05/1984 expired after a period of three years, i.e. sometime on or around 30/05/1987. The Party II/Employer claimed that a section of the workmen raised a Charter of Demands for wages and it was alleged that amongst the said demands, the said section of the workmen purported to raise Demand No.6 asking for reinstatement of the terminated workmen. According to Party I the said section of the workmen were not empowered to raise such demands and negotiate any demand for and on behalf of the Party I/Workmen.

52. Further, the Party II, thereafter, claimed to have signed a Settlement with some of the workmen after negotiations and after fixing the wages on or around 17/10/1987. The Settlement was also signed in terms of the provisions of Section 2(p) of the Industrial Disputes Act, 1947 and, in the said Settlement, the group of workmen who had signed the said such Settlement stated that since the demand for reinstatement of the terminated workmen was not acceptable, the same was treated as withdrawn. Thereafter, on 25/08/1986, the Party I/Workmen raised a Charter of Demands upon Party II/Employer thereby raising certain general demands as to the wages. However, while raising such demands, in order to maintain the harmonious industrial relationship, it was also reiterated therein that the Party I/Workmen whose names were given in the Charter should be reinstated.

53. However, a Failure Report came to be recorded in conciliation on 26/11/1987. Thereafter, on 23/03/1988, a Settlement was signed by and between the majority of the workmen and Party II/Employer wherein the Union denied that the earlier Settlement dated 17/10/1987 was signed by the

majority. The Settlement stated therein that it was agreed by and between the Parties thereto that the benefits enjoyed by the signatories to Settlement dated 17/10/1987 would be conferred on the signatories of the new Settlement. It is submitted that what was contemplated as per the Settlement was only the monetary benefits and the demand of reinstatement of the 16 workmen had not been given up.

54. As against this, the Party II submitted that the said Settlement categorically states that in Para-2 that "The Union has agreed not to raise any demand involving financial liabilities (direct or indirect) upto 31st May, 1990". It is submitted that reinstatement of the 16 workmen would definitely involve an additional financial liability on the Party II. Furthermore, it is submitted that in Para 3 of the Settlement *"In view of the foregoing clauses of the Settlement, the demands raised by the Union by their letter dated 30/10/87 are treated to be fully settled"*. The Union has not challenged the Settlement dated 23/03/1988 and the main submissions on behalf of Party I is that the Settlement dated 17/10/1987 does not follow Rule 58 of the Industrial Disputes Act, 1947. It is submitted that there are no pleadings in the Statement of Claim with regard to the same and it is only in the Written Submissions. Therefore, these submissions of the Union must be stated to be rejected. This Tribunal is unable to accept the two-fold stand taken by the Party II, firstly, all these 16 workmen were already in the employment of the Party II and that the Party I had never given up their demand of reinstatement of these 16 workmen.

55. It is also pertinent to note that the termination of all these 16 workmen was not because that the Party II was financially not doing well but their termination was on account of the alleged incident of bus burning. As such, the reason given by the Party II to say that a reinstatement of the 16 workmen would definitely involve an additional financial liability on the Party II is contrary to the subject matter of the dispute. Secondly, the contention of the Party II that the main objections of the Party I in accepting those Settlements according to them is that the Settlement dated 17/10/1987 does not follow Rule 58 of Industrial Disputes Act, 1947 cannot be accepted as there are no such pleadings in their Claim Statement is devoid of any substance as one does not require to plead the provisions of law. The provisions of law can be gathered based on the facts pleaded and not vice-versa. The provisions of law need not be pleaded. For the reasons above, this Tribunal is not in agreement with the Party II to consider their contention about that there was no industrial dispute in view of the demands being raised despite both the Parties signing the Settlement dated 17/10/1987 or that the reinstatement of the 16 workmen would increase the financial liability of the Party II/Employer and that on this ground the Party I/Union ought not to have raised the said demand of reinstatement of 16 workmen in view of the signing of the Settlement dated 17/10/1987. Consequently, this Issue stands answered in the negative.

56. **Issue No. 3:** It is a matter of record that the Party I/Union on 25/08/1986 raised a demand for reinstatement of Party I/Workmen with all consequential benefits. As Party II/Employer was not accepting the demands, the same were taken up before the Labour Commissioner in conciliation and the said such demands were sub-judice in conciliation. The Asst. Labour Commissioner held conciliation proceedings in his Office at Panaji on 24/07/1987 between the Representative of the Party II and the Union and thereafter on several occasions. During the said meetings, no amicable solution could be arrived at and as such, the meeting ended in a failure. That, the said Failure Report was received by the Government of Goa on 30/11/1987. However, the Department of Labour, the Government of Goa on 01/06/1988 was pleased not to agree to refer the said dispute to the Industrial Tribunal.

57. Thereafter, aggrieved by the decision of the Government not to refer the said dispute for adjudication, the Union filed a Writ Petition before the Goa Bench of the Bombay High Court against the Government's refusal to refer the said dispute for adjudication to the Industrial Tribunal. Consequently, on the basis of the Order and directions of the Hon'ble High Court, the Government of Goa, by its Order dated 28/06/1991, referred the demand in the matter of termination of 16 workmen to the Industrial Tribunal for adjudication of legality and justifiability of the termination of the said 16 workmen. Thus, the objections pertaining to non-maintainability of the reference on account of the statements made by Party II in their Written Statement at Para 1(a) to 1(j) have been taken care of by the Hon'ble High Court and on the basis of the Order passed by the Hon'ble High Court, the Government of Goa has been pleased to pass the Order referring this dispute to this Tribunal under the present reference. Admittedly, there is no further challenge to the Order of the Hon'ble High Court by the Party II. Hence, the objections as regards to the maintainability of the present reference are not sustainable. Hence, this Issue stands answered in the negative.

58. **Additional Issue *(framed on 13/06/2023)*:** The Party II in their Written Statement, while objecting the reference on the point of refusal of employment by the Party I/Workmen submitted that inspite of the

heinous crime committed by the workmen and in the circumstances of the case, the Company offered them alternative self-employment proposals which were totally rejected by the Union, therefore it is the contention of the Party II that the termination of the workmen is legal, justified and does not amount to victimization as claimed by the Party I/Workmen. It is further their contention that in the circumstances of the case Party II was fully justified in terminating the services of the concerned workmen in the Order of Reference. That, according to Party II, the services of the workmen concerned in the Order of Reference were terminated after fully satisfying its norms to the fact of the matter. Hence, the Party II contended that the workmen are not entitled to full back wages from the date of the termination of the services and submitted that the termination of these workmen is in accordance with the provisions of the Industrial Disputes Act, 1947 and in accordance with the Model Standing Orders.

59. In this context, the Management examined their witness Dr. Vinay Raikar who in his Affidavit-in-Evidence elaborated the proposed scheme of re-employment. According to the Party II, the above scheme of re-employment was offered to the employees after their termination however, the Party I/Workmen without going into the merits of the offer of employment rejected the offer of re-employment. The Party II on this point placed reliance in the case of **The Management of the Security & Detective Bureau CISCI (India) Ltd., v/s The Presiding Officer I (2008) Supreme (Mad) 3021**, the Madras High Court has held *"Labour Court had no jurisdiction to grant any back wages to a workman who has rejected the offer of re-employment and therefore rejected the claim of workmen for back wages."*

60. The Management also placed reliance on few other Judgments on this point, however, those Judgments are mainly on the point of grant or refusal of back wages when the re-employment is refused by the workman whose services have been terminated. It is not the case of the Party II/ Management that they had offered re-employment in the same Factory where the workmen were working, however, the re-employment was in a nature of proposed future creation of an independent engineering unit outside the Factory Gate which the Company would set up for the purpose of supply of different types of items required by the Company. Thus, the re-employment was not immediate, neither the same was within the Factory unit nor it pertained to the same work the workmen were doing in the Factory before their services were terminated by the Party II. Therefore, the rejection of the said re-employment by the concerned workmen on the ground that it is not viable is quite justified and therefore, the back wages, if at all the workmen are entitled for it, cannot be refused to them only on this ground. Hence, this Issue is answered partly in the affirmative.

61. **Issue No. 2:** The Party II/Management has placed reliance in the case of **Manager, Reserve Bank of India v/s S. Mani** wherein the Apex court held that "it is not mandatory in all cases to grant the relief of re-instatement and that the relief could be molded in accordance with the facts and the situations". The citation above has been relied in the context to show that in case this Tribunal comes to a conclusion in holding determination of all the 16 workmen as illegal and unjustified, in that event these workmen are entitled for back wages for the period from the date of their termination i.e. 21/01/1986 till 23/02/1987. The justification for calculating the above period of three years by the Party II is that as per the Letter of Appointment dated 24/02/1984, one of the workmen Mr. Sunil Kumar N. Vengurlekar was appointed initially for a contractual period of 3 years and therefore he ceases to be in employment by 23/02/1987. That, since the employment was purely on contractual basis, the employee has no right of employment after the expiry of the period of contract as held in the case of **Karnataka Handloom Development Corporation Ltd. v/s Matadevi Laxman Raval (2006 SCC 15)**. This reference pertains to illegal termination of the employees when they were in the service of the Party II, therefore it will be a pre-mature issue to conclude that the services of these contractual employees would have been certainly terminated after the expiry of 3 years without extending their services further. Such an imaginary eventuality cannot come into the way of re-instatement of the workman, if he has, by way of legally acceptable evidence, proved that his termination was illegal and unjustified. As such, this Tribunal is constrained to brush aside the above contention of the Party II to deny the workmen the benefits of illegal termination, if otherwise, the same has been proved legally.

62. The second contention which the Party II has raised objecting granting of re-instatement or back wages is, according to them, all the 16 workmen were gainfully employed after their termination on 21/01/1986. In support, the Party II/Employer examined Mr. Sudesh Pednekar. From his deposition it is revealed that the services of this witness were engaged by Party II to carry out investigation into the employment of the terminated workmen who has stated that they all have been gainfully employed,

however, it is the contention of the Party I/Workmen that the evidence of this witness cannot be relied upon as the same is not supported by any documentary evidence. Moreover, such an exercise by the Party II has been carried out lately somewhere in the year, 2019. There is no evidence on record that these workmen were gainfully employed since the time of their termination till 2019. Therefore, it is not safe to rely upon the evidence of the sole witness whose services have been merely hired by the Party II to carry out the investigation.

63. For the reasons discussed hereinabove and also for the reasons that the Issue No.1 has been answered against the Party II and in favour of Party I/Workmen, this Issue too is answered in favour of the workmen/Party I in the affirmative.

64. This Tribunal could not place hands on the Birth Certificates of all the 16 workmen named in the Order of Reference for ascertaining their present age. The deposition of the Workman, Shri Sunilkumar Vengurlekar reveals that he was 57 years old as on 20/06/2019, that means his present age would be around 63 years. That means, all the workmen named in the Order of Reference probably must have reached the age of superannuation. In the facts and circumstances, the Award granting their re-instatement in the service would not be a reasonable and justifiable relief. Therefore, this Tribunal is in favour of granting monetary relief to all these 16 workmen.

Hence, the Order:

ORDER

i. The reference stands allowed.

ii. Consequently, the Party II/Management is hereby directed to grant to all these 16 workmen their full back wages and other legal benefits, if applicable.

iii. No order as to costs.

iv. Inform the Government accordingly.

Vijayalaxmi Shivolkar, Presiding Officer, Industrial Tribunal cum Labour Court.

Department of Revenue

Order

26/11/2015-RD/1985 Date: 25-Apr-2025

The Government of Goa, is pleased to transfer the following Inspector of Survey & Land Records, in the public interest, with immediate effect:-

S/N	Name of the Officer	Present posting	New place of posting
1	Shri Mangesh K. Kholkar	Inspector of Survey & Land Records, Tiswadi (Record of Rights), North with addl. charge of ISLR, City Survey, Panaji	Inspector of Survey & Land Records, Vasco.
2	Shri Chetan C. Jadhav	Inspector of Survey & Land Records, City Survey, Margao	Inspector of Survey & Land Records, Tiswadi (Record of Rights), North.
3	Shri Patrick H. Gonsalves	Inspector of Survey & Land Records, City Survey, Mapusa	Inspector of Survey & Land Records, City Survey, Panaji.
4.	Shri Anand V. Vaigankar	Inspector of Survey & Land Records, Vasco	Inspector of Survey & Land Records, Quepem.

5	Shri Suraj Vengurlekar	Inspector of Survey & Land Records, Panaji	Inspector of Survey & Land Records, Sattari
6	Smt. Smita J. Gaonkar	Inspector of Survey & Land Records, Sattari	Inspector of Survey & Land Records, Panaji.
7	Shri Babaji H. Parab	Inspector of Survey & Land Records, Salcete (Record of Rights), South.	Inspector of Survey & Land Records, Bicholim.
8	Shri Sandeep B. Chodankar	Inspector of Survey & Land Records, Bicholim	Inspector of Survey & Land Records, City Survey, Mapusa.
9	Shri Sudesh K. N. Bhaireli	Inspector of Survey & Land Records, Quepem	Inspector of Survey & Land Records, Salcete (Record of Rights), South.
10	Shri Savio C. Silveira	Inspector of Survey & Land Records, Dharbandora	Inspector of Survey & Land Records, City Survey, Margao.

Shri Rajesh R. Pai Kuchelkar, Inspector of Survey & Land Records, Ponda shall hold additional charge of the post of Inspector of Survey & Land Records, Dharbandora, in addition to his duties, until further orders.

By order and in the name of the Governor of Goa.

Vrushika Kauthankar, Under Secretary (Revenue-I).

Porvorim.

Department of Social Welfare

Directorate of Social Welfare

Notification

82/2/14-15/SDB/T.G/II/7691 Date: 18-Feb-2025

In exercise of the powers conferred by Transgender Persons (Protection of Right) Act, 2019 and Transgender Persons (Protection of Right) Rule, 2020 notified by the Ministry as per Rule 10(1) of the said Rule, 2020, Government is pleased to constitute a Model Transgender Welfare Board for undertaking various welfare measures for transgender person.

1.	Chief Secretary, Government of Goa.	Chairperson
2.	Director General of Police	Member
3.	Principal Secretary/Secretary of the Department handling matter of transgender persons.	Member Secretary
4.	Principal Secretary/Secretary of Home Department.	Member
5.	Principal Secretary/Secretary of Planning Department.	Member
6.	Principal Secretary/Secretary of Finance Department.	Member
7.	Principal Secretary/Secretary of Social Welfare Department.	Member
8.	Principal Secretary/Secretary of Health Department.	Member
9.	Principal Secretary/Secretary of Education Department.	Member
10.	Principal Secretary/Secretary of Skill Development Department.	Member

11.	Principal Secretary/Secretary of Labour Department.	Member
12.	Principal Secretary/Secretary of Department of Women and Child Development.	Member
13.	Secretary, State Human Rights Commission.	Member
14.	Asha Vernekar, Founder of Goa Livelihoods Forum	Member Invitee

By order and in the name of the Governor of Goa.

Ajit Panchwadkar, Director of Social Welfare & Ex-Officio Addl. Secretary.

Panaji.

Department of Transport

Directorate of Transport

Order

D.Tpt/EST/285-V/2025/1093 Date: 24-Apr-2025

On the recommendation of the Goa Public Service Commission, Panaji conveyed vide their letter No. COM/II/11/49(1)/2022/431 dated 24/02/2025, the Government is pleased to promote Shri Sanjay Parwadkar, Motor Vehicles Inspector to the post of Assistant Director of Transport (Group 'B' Gazetted) in Pay Matrix Level 7 of the 7th Pay Commission on regular basis with immediate effect and post him as Assistant Director of Transport, Bicholim–Goa.

The said Officer shall be on probation for a period of two years.

By order and in the name of the Governor of Goa

Kedar Naik, Director of Transport/L.O.

Panaji.

Goa State Scheduled Tribes Finance and Development Corporation Limited

Order

GSSTFDCL/51/2007/ADMN/V/3852 Date: 24-Mar-2025

Read:- Notification No. 10/2/2005-LA regarding the Right to Information Act, 2025.

In pursuance of the Right to Information Act, 2005 and powers vested in me under Section 5(1) and (2) of the said Act, I hereby designate the following Officers as State Public Information Officer/State Assistant Public Information Officers:-

1	Assistant Accounts Officer	State Public Information Officer for Goa State Scheduled Tribes Finance & Development Corporation Ltd.
2	Sr. Clerk (Administration)	State Assistant Public Information Officer for Goa State Scheduled Tribes Finance & Development Corporation Ltd.

The State Assistant Public Information Officer shall receive the applications for information and appeals under the Right to Information Act under their jurisdiction and forward the same along with detail information forthwith to the State Public Information Officer, for further necessary action.

The State Public Information Officer on receipt of the applications shall deal with requests from persons seeking information within the prescribed time period and render reasonable assistance to the persons seeking such information as per the provisions of RTI Act, 2005.

Further in terms of provisions of Section 19 of the said Act, the Managing Director of Goa State Scheduled Tribes Finance and Development Corporation Ltd., Panaji shall be the First Appellate Authority for matters decided by the State Public Information Officer.

The powers and functions of the above Officers are defined and specified in the notification of Right to Information Act, 2005.

This is issued in supersession to the earlier Order No. GSSTFDCL/51/2008/ADMN/4975 dated 10/03/2010 & GSSTFDCL/51/2008/-ADMN/843 dated 26/06/2008.

Deepesh Priolkar, Managing Director.

Panaji.

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